

REQUEST FOR PROPOSALS
FOR
ATHLETIC FACILITIES CONCEPT DESIGN
CONSULTING SERVICES



LAMAR UNIVERSITY

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

RFP # 734-09102022-KM

NIGP Codes: 918-83; 906-07

Submittal Due Date:
Friday, October 7, 2022
2:00 P.M. local time

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM

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REQUEST FOR PROPOSAL

RFP # 734-09102022-KM

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

- 1.1 Lamar University ("University") is soliciting Competitive Sealed Proposals ("Proposals") for selection of one responsive and responsible Concept Design Consultant ("Respondent"), at the sole discretion of the University and as determined to be in the best interest of the University, to provide the described Services ("Work") on the University's campus in Beaumont, Texas, as needed by the University. **The scope of work is further described in Section 3.** This Solicitation sets forth the terms, conditions, and requirements for prospective firms to be considered for this contract. Prospective entities submitting proposals in response to this Solicitation are called "Respondent."
 - 1.1.1 Texas law authorizes Institutions of Higher Education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335 *Education Code*). Institutions of Higher Education may enter into a Contract with the successful Respondent(s) for the purchase of the services described herein based on the terms, conditions, and prices, offered by the successful Respondent for the duration of any Agreement or Contractual arrangement resulting from this Solicitation. These State Agencies and Institutions of Higher Education will issue their own purchase orders, directly receive goods or services at their place of business and be directly billed by the successful Respondent.
 - 1.1.2 The University desires to enter into an exclusive Contract with one qualified, capable and experienced firm(s) to provide the described Work. The services are more specifically described in Section 3 (Scope of Work) of this Solicitation.
- 1.2 **PUBLIC INFORMATION:** The University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. The University is required to make any information created or exchanged with the state pursuant to this contract that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
 - 1.2.1 The University strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Qualification information.
 - 1.2.2 The University has implemented a "No Contact" procedure during the qualification process. This means that from the date the Request for Qualifications is issued until the date that the contract is awarded by the University there shall be no contact by any vendor to any University employee, except the Director of Procurement and Payment Services and the designated Point of Contact in Section 1.8, in relation to this Proposal. All other communication is prohibited and may be subject to disqualification.
 - 1.2.3 Successful Respondent(s) is required to make any information created or exchanged with the state pursuant to any Agreement or Contractual arrangement resulting from this Solicitation, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

- 1.3 **NONDISCRIMINATION:** In their execution of any Agreement or Contractual arrangement resulting from this Solicitation, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. The Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Respondent shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, color, sex, religion, age or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent agrees to post in conspicuous places available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article. Respondent shall include these provisions in all subcontracts pertaining to the work. Any breach of this covenant may result in termination of this agreement.
- 1.4 **TYPE OF CONTRACT:** Any Agreement or contractual arrangement resulting from this Solicitation will be in the form of a Contract and with a Purchase Order to follow.
- 1.5 **PARKING PERMIT REQUIREMENTS:**
- 1.5.1 Visitor's parking passes are available to selected Respondent.
- 1.5.2 Parking information may be viewed at:
- <http://universitypolice.lamar.edu/parking/index.html>
- 1.6 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this Solicitation that materially affect or change its requirements will be issued formally by the University as a written addendum. It is the responsibility of all Respondents to check the status of formal addenda at least three calendar days before the published submission deadline and to obtain this information timely. All such addenda issued by the University before the Qualifications are due shall be clearly acknowledged by Respondents and incorporated into the response to the Solicitation.
- 1.6.1 Respondents shall be required to consider only those clarifications and interpretations that the University issues by formal written addenda prior to the submittal deadline. Interpretations or clarifications obtained in any other form, including oral statements, will not be binding on the University and shall not be relied on in preparing Qualifications.
- 1.6.2 This Solicitation and any formal written addenda, if required, will be issued by the University via the Electronic State Business Daily (ESBD) website located at: <http://www.txsmartbuy.com/esbd>. Please reference the Solicitation number provided in this Solicitation. It is the responsibility of each respondent to check this website frequently for any posted addenda. Failure to acknowledge any and all addenda may result in the disqualification of your qualification.
- 1.7 **SUBMISSION OF STATEMENTS OF QUALIFICATIONS AND PRICING AND DELIVERY PROPOSALS:**
- 1.7.1 **DEADLINE AND LOCATION:**
- Statements of Qualifications and Pricing and Delivery Proposals will be accepted until the time and at the place specified below.

2:00pm Local Time, October 7, 2022

(Hand Delivery)

Attn: Kelli Morris, CTCD
Lamar University
Procurement Services
Otho H. Plummer Building, Room 120
4400 South Dr. Martin Luther King, Jr. Parkway
Beaumont, Texas 77705

(Courier Delivery)

Attn: Kelli Morris, CTCD
Lamar University
Procurement Services
1050 East Lavaca Street
Beaumont, Texas 77705

**Our building is the round building on the corner of MLK and E Virginia Street. The office door faces LU's Visitor's Information Booth.*

All questions regarding this Solicitation, shall be in writing to the Point of Contact listed in section 1.8 no later than Thursday, September 29, 2022 at 2:00 p.m. local time.

It is the Respondent's sole responsibility for preparing, submitting and delivering a response with all required materials to the designated location on or before the published submittal deadline.

- 1.7.1.1 If submitting by mail or courier service, the Respondent is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified above.
- 1.7.1.2 Failure to deliver by the submittal deadline may not be grounds for disputing the procurement solicitation process or any resulting Contract award.
- 1.7.2 The Point-of-Contact identified in Section 1.8 will identify the official time clock at the Qualification submittal location identified above.
- 1.7.3 The University will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), electronic mail (e-mail) or other electronic means.
- 1.7.4 Respondent materials are to be enclosed in a sealed envelope, box or container, addressed to the Point of Contact person and include the Pricing and Delivery Proposal and the Statement of Qualifications materials. The **outside mailing package is to clearly identify the Solicitation number 734-09102022-KM**, submittal deadline, and the name, return address, and email address (for RFP notification) of the Respondent. The Pricing and Delivery Proposal and the Statement of Qualifications materials are to be packaged in separate, sealed envelopes within the sealed envelope, box or container.
- 1.7.5 Due to the nature of the Solicitation and evaluation process used for this Solicitation, only the names of the submitting Respondent(s) will be read aloud immediately following the Proposal due date and time stated in 1.7.1. Upon award, if any, a written request in accordance with paragraph 1.2 may be submitted by any interested party

- 1.7.6 **REQUIRED DOCUMENTS:** Following is a list of documents that are to be returned as part of the Qualification submittal. Failure to return the required documents will result in the Qualification being determined as non-responsive and the Qualification will be rejected.
- 1.7.6.1 Statement of Qualifications – see Section 4
 - 1.7.6.2 Pricing and Delivery Proposal – see Exhibit A
 - 1.7.6.3 Signed Execution of Offer – see Exhibit B
- 1.8 **POINT-OF-CONTACT:** The following person is the University's authorized "Point-of-Contact" for this Solicitation. Respondents shall restrict all contact with, and direct all questions regarding this Solicitation including questions regarding terms and conditions and technical specifications in writing, to:
- Primary: Kelli Morris, Assistant Director of Procurement
kelli.morris@lamar.edu
- Secondary: Ann Sanders, Procurement Specialist
fsanders@lamar.edu
- Failure to comply with this section by contacting other University faculty and/or staff regarding this qualification may result in disqualification from consideration.**
- 1.9 **THE UNIVERSITY’S RESERVATION OF RIGHTS:** The University reserves the right to reject or accept any and all responses and/or temporarily or permanently abandon the Project, make no award or waive minor process or submission irregularities. The University makes no representations, written or oral, that it will enter into any form of Agreement or Contract for any Project with any Respondent to this Solicitation and no such representation is intended or should be construed by the issuance of this Solicitation.
- 1.10 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this Solicitation, Respondent accepts the evaluation criteria and methodology, process and acknowledges and accepts that determination of the “most qualified” firm(s) will require some subjective judgments by the University.
- 1.11 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this Solicitation process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.
- 1.12 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will NOT be held for this solicitation.
- 1.13 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may respond. This does not preclude a respondent from using consultants. The University will enter into a Contract only with an individual firm(s) or formal organization(s) that submits a Qualification packet.
- 1.14 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** All agencies of the State of Texas are required to make a "good faith effort" to assist Historically Underutilized Businesses (each a “**HUB**”) in receiving their fair share of Contract or Subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Agreement or Contractual arrangement resulting from this Solicitation, Respondent subcontracts any of the Services then, Respondent must make a good faith effort attempt to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts (TPASS).

Qualifications that fail to comply with the subcontracting requirements contained in this Solicitation will constitute a **material failure to comply with advertised Specifications** and will be rejected by the University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any Agreement or Contractual arrangement resulting from this Solicitation. Respondent acknowledges that, if selected by the University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all Agreements or Contractual arrangements resulting from this Solicitation. Furthermore, any subcontracting of the Services by the successful Respondent(s) is subject to review by the University to ensure compliance with the HUB program requirements.

If the University determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response to this Solicitation. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualification as noted above.

- 1.14.1 **STATEMENT OF PROBABILITY:** The University has determined that subcontracting opportunities are **NOT** probable in connection with this Procurement Solicitation. Therefore, a HUB Subcontracting Plan (HSP) is NOT required as a part of the Respondent's Qualification.
- 1.15 **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 Respondents must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the Respondent 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 any Agreement or Contractual arrangement resulting from this Solicitation without further obligation to the successful Respondent(s). This section does not create a cause of action to contest a Proposal or award of a state contract.
- 1.16 **SALES AND USE TAXES:** The University is exempt from sales tax and will provide an exemption form upon request.
- 1.17 **CERTIFICATION OF FRANCHISE TAX STATUS:** Respondents are advised that the successful Respondent(s) 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 Respondent agrees that each Subcontractor and Supplier under Contract will also provide a certification of franchise tax status.
- 1.18 **REQUIRED NOTICES OF INSURANCE COVERAGE:** Professional Liability is required for the services provided under this solicitation. (See Exhibit C)
- 1.19 **DELINQUENCY IN PAYING CHILD SUPPORT:** Under Section 231.006, Family Code, the Respondent 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 **PAYMENT TERMS:** The University will pay for Work performed under this Contract "net 30 days in accordance with Texas Government Code, section 2251.021". Alternate payment terms may be proposed by a Respondent, but the University reserves the right to reject the terms if determined not to be in its best interests.

- 1.20.1 The amount due to the successful Respondent(s) will be paid upon receipt of an undisputed invoice. Submit all invoices to:

Accounts Payable: accountspayable@lamar.edu

**Or: Lamar University
Accounts Payable
PO Box 10003
Beaumont, Texas 77710**

1.21 DEFAULT AND TERMINATION

- 1.21.1 If a party substantially fails to perform, the other party may terminate any Agreement or Contractual arrangement resulting from the Solicitation upon fifteen days written notice of termination setting forth the nature of the failure. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

- 1.21.2 Either Party may terminate any Agreement or Contractual arrangement resulting from this Solicitation, without cause, at any time upon giving ninety days advance notice unless agreed in writing otherwise by the parties. Upon termination pursuant to this paragraph, the successful Respondent(s) shall receive payment for the services satisfactorily performed from the time of the last payment date to the termination date, provided the successful Respondent(s) shall have delivered to the University a final report describing the work completed to the date of termination. The University shall not reimburse the successful Respondent(s) for any services performed or expenses incurred after the date of termination notice.

1.22 ALTERNATIVE DISPUTE RESOLUTION: *The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and the successful Respondent(s) to attempt to resolve any claim for breach of Contract made by the successful Respondent:*

- 1.22.1 The successful Respondent's claim for breach of any Agreement or Contractual arrangement resulting from this Solicitation that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process:

- 1.22.1.1 The successful Respondent(s) shall submit written notice, as required by subchapter B, to the University's Representative.

- 1.22.1.2 This notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.

- 1.22.1.3 A copy of the notice shall also be given to all other representatives of the University and the successful Respondent(s) otherwise entitled to notice under the parties' contract.

- 1.22.1.4 Compliance by the successful Respondent(s) with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 1.22.2 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the successful Respondent's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

- 1.22.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of any Agreement or Contractual arrangement resulting from this Solicitation by the University nor any other conduct of any representative of the University relating to any Agreement or Contractual arrangement resulting from this Solicitation shall be considered a waiver of sovereign immunity to suit.
- 1.22.4 The submission, processing and resolution of the successful Respondent's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 1.22.5 The occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the successful Respondent(s), in neither whole or in part.
- 1.22.6 The designated individual responsible on behalf of the University for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of the Texas Government Code shall be the University's Representative named in section 1.8.
- 1.23 **LOSS OF FUNDING:** Performance by the University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"), allocation of funds by the Board of Regents of The Texas State University System (the "**Board**") or funding availability through a Sponsored Program Funding Agency. If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, or funding is not available through a Sponsored Program Funding Agency, then the University will issue written notice to Contractor and the University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.
- 1.24 **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of the University (a State agency) to enter into certain terms and conditions of any Agreement or Contractual arrangement resulting from this Solicitation, including, but not limited to:
 - 1.24.1 those terms and conditions relating to liens on the University's property
 - 1.24.2 disclaimers and limitations of warranties
 - 1.24.3 disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes
 - 1.24.4 limitations of periods to bring legal action, granting control of litigation or settlement to another party
 - 1.24.5 liability for acts or omissions of third parties
 - 1.24.6 payment of attorneys' fees; dispute resolution; indemnities
 - 1.24.7 confidentiality (collectively, the "Limitations")Terms and conditions related to the Limitations will not be binding on the University except to the extent authorized by the laws and Constitution of the State of Texas.
- 1.25 **CONTRACT CONTROLLING:** These Terms and Conditions shall take precedence over any Terms and Conditions contained in any Proposal, like document or any document referenced or attached. Any

Agreement or Contractual arrangement resulting from this Solicitation shall be construed under the laws of the State of Texas, and venue for any action brought hereunder shall be Travis County, Texas.

- 1.26 UNDOCUMENTED WORKERS – The *Immigration and Nationality Act (8 United States Code 1324a)* ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form ("1-9 Form") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, the successful Respondent(s) is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the 1-9 Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If the successful Respondent(s) employs unauthorized workers, during the performance of any Agreement or Contractual arrangement resulting from this Solicitation, in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, the University may terminate any Agreement or Contractual arrangement resulting from this Solicitation. Successful Respondent(s) represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 1.27 EQUAL OPPORTUNITY – Pursuant to Applicable Laws, the successful Respondent(s) represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.
- 1.28 MISCELLANEOUS TERMS AND CONDITIONS:
- 1.28.1 The successful Respondent(s) agrees to indemnify and hold harmless the University from any claim, damage, liability, expense, or loss arising out of the successful Respondent's performance under any Agreement or Contractual arrangement resulting from this Solicitation.
- 1.28.2 The successful Respondent(s) shall neither assign its rights nor delegate its duties under any Agreement or Contractual arrangement resulting from this Solicitation without the prior written consent of the University.
- 1.28.3 The successful Respondent(s) shall be an Independent Contractor, and neither the successful Respondent(s) nor any Employee of the successful Respondent(s) shall be deemed to be an Agent or Employee of the University. As an Independent Contractor, the successful Respondent(s) will be solely responsible for determining the means and methods for performing the services described. The successful Respondent(s) shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the University relative to conduct on its premises.
- 1.28.4 Any Agreement or Contractual arrangement resulting from this Solicitation (including all Exhibits, Attachments, etc.) constitutes the sole Contract of the parties and supersedes any other oral or written understanding or Contract. Any Agreement or Contractual arrangement resulting from this Solicitation and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by the University and the successful Respondent(s).
- 1.28.5 The successful Respondent(s) certifies that, upon the effective date of any Agreement or

Contractual arrangement resulting from this Solicitation, the successful Respondent(s) is not delinquent in payment of State of Texas corporate franchise taxes. The successful Respondent(s) agrees that any false statement with respect to franchise tax status shall be a material breach hereof and the University shall be entitled to terminate any Agreement or Contractual arrangement resulting from this Solicitation upon written notice to the successful Respondent(s).

- 1.28.6 Any written notice required by any Agreement or Contractual arrangement resulting from this Solicitation shall be mailed to the attention of the University's Designated Authorized Representative as noted in contract.
- 1.28.7 Except as otherwise provided, neither the successful Respondent(s) nor the University, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in any Agreement or Contractual arrangement resulting from this Solicitation caused by Force Majeure as defined in the Solicitation. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.
- 1.28.8 "Force Majeure" is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three business days of the existence of such Force Majeure or otherwise waive this right as a defense.
- 1.28.9 Representations and Warranties by the successful Respondent(s). If the successful Respondent(s) is a corporation or a limited liability company, the successful Respondent(s) warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver any Agreement or Contractual arrangement resulting from this Solicitation, and the individual executing any Agreement or Contractual arrangement resulting from this Solicitation on behalf of the successful Respondent(s) has been duly authorized to act for and bind the successful Respondent(s).
- 1.28.10 Products and Materials Produced in Texas. If the successful Respondent(s) will provide services under any Agreement or Contractual arrangement resulting from this Solicitation, the successful Respondent(s) covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations, the successful Respondent(s) will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 1.28.11 Access by Individuals with Disabilities.
 - 1.28.11.1 The successful Respondent(s) shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
 - 1.28.11.2 The successful Respondent(s) represents and warrants that the electronic and information resources and all associated information, documentation, and support (collectively, the "EIRs") that it provides to the University under any Agreement or Contractual arrangement resulting from this Solicitation comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas

Administrative Code and Title 1, Chapter 206, Rules §206.50 and §206.70 of the Texas Administrative Code authorized by Chapter 2054, Subchapter M of the Texas Government Code, United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA. All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA) that describes compliance with Section 508. In the event that the successful Respondent(s) fails or is unable to do so, then the University may terminate any Agreement or Contractual arrangement resulting from this Solicitation and the successful Respondent(s) will refund to the University all amounts the University has paid under any Agreement or Contractual arrangement resulting from this Solicitation within thirty-days after the termination date.

1.28.12 Patent, Trademark, Copyright and Other Infringement Claims. The successful Respondent(s) shall indemnify, save and hold harmless the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the University's or the successful Respondent's use of or acquisition of any services or other items provided to the University by the successful Respondent(s) or otherwise to which the University has access as a result of the successful Respondent's performance under any Agreement or Contractual arrangement resulting from this Solicitation, provided that the University shall notify the successful Respondent(s) of any such claim within a reasonable time of the University's receipt of notice of any such claim. If the successful Respondent(s) is notified of any claim subject to this section, the successful Respondent(s) shall notify the University of such Claim within five business days of such notice. No settlement of any such claim shall be made by the successful Respondent(s) without the University's prior written approval. The successful Respondent(s) shall reimburse the University for any Claims, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The successful Respondent(s) shall pay all reasonable costs of the University's legal counsel and shall also pay costs of multiple counsels, if required, to avoid conflicts of interest. The successful Respondent(s) represents that it has determined what licenses, patents and permits are required under any Agreement or Contractual arrangement resulting from this Solicitation and has acquired all such licenses, patents and permits.

1.28.13 The successful Respondent(s) further covenants and agrees to:

FULLY INDEMNIFY and HOLD HARMLESS, The Texas State University System (TSUS), TSUS Regents, Lamar University and the elected officials, employees, officers, directors, volunteers, and representatives of the University, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the University directly or indirectly arising out of, resulting from or related to the successful Respondent's activities under any Agreement or Contractual arrangement resulting from this Solicitation, including any acts or omissions of the successful Respondent(s), any Agent, Officer, Director, Representative, Employee, Consultant or the Subcontractor of the successful Respondent(s), and their respective Officers, Agents, Employees, Directors and Representatives while in the exercise of performance of the rights or duties under any Agreement or Contractual arrangement resulting from this Solicitation. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the University, Officers or Employees, separate Contractors or assigned

Contractors, in instances where such negligence causes personal injury, death or property damage.

IN THE EVENT THE SUCCESSFUL RESPONDENT(S) AND THE UNIVERSITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 1.28.14 The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 1.28.15 The indemnities contained herein shall survive any termination of any Agreement or Contractual arrangement resulting from this Solicitation.
- 1.28.16 Supporting Documents, Retention; Right to Audit; Independent Audits. The successful Respondent(s) shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under any Agreement or Contractual arrangement resulting from this Solicitation were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The successful Respondent(s) shall maintain all such documents and other records relating to any Agreement or Contractual arrangement resulting from this Solicitation and the State's property for a period of four years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The successful Respondent(s) shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work of any Agreement or Contractual arrangement resulting from this Solicitation. The successful Respondent(s) and its Subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. The successful Respondent(s) must retain all work and other supporting documents pertaining to any Agreement or Contractual arrangement resulting from this Solicitation, for purposes of inspecting, monitoring, auditing, or evaluating by the University and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

The successful Respondent(s) shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the State's work as requested. The successful Respondent's failure to comply with this requirement shall constitute a material breach of any Agreement or Contractual arrangement resulting from this Solicitation and shall authorize the University and the State of Texas to assess immediately appropriate damages for such failure. The acceptance of funds by the successful Respondent(s) or any other entity or person directly under any Agreement or Contractual arrangement resulting from this Solicitation, or indirectly through a subcontract under any Agreement or Contractual arrangement resulting from this Solicitation, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The successful Respondent(s) acknowledges and understands that the acceptance of funds under any Agreement or Contractual arrangement resulting from this Solicitation shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The successful Respondent(s) shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by Subcontractors through the successful Respondent(s) and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the

subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

1.28.17 Ownership of Work Products including Intellectual Property,

The parties shall deem all work products produced as a result of this agreement as “works for hire.” Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this agreement shall be the University’s exclusive property, to use as the University deems appropriate.

Successful Respondent(s) relinquishes all claims to copyright and other intellectual property rights in favor of the University.

Neither successful Respondent(s) nor its Subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the University’s authorized representative, or designee. Successful Respondent(s) makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

1.28.18 The President of the University or an Authorized Designee, may require the successful Respondent(s) to remove any person from the campus that, in his or her judgment, poses a danger to health or safety

1.28.19 COMPLIANCE WITH THE UNIVERSITY POLICIES

RESPONDENT IS NOTIFIED THAT IN THE EVENT OF AN AWARD THE FOLLOWING THE UNIVERSITY POLICIES, AT A MINIMUM, SHALL APPLY TO A RESPONDENT’S EMPLOYEES AND SUBCONTRACTORS WHILE ON THE LAMAR UNIVERSITY CAMPUS:

- a. On-campus driving and parking
- b. Prohibition on smoking or tobacco use
- c. Fire safety; Hazardous Materials
- d. Drug-free workplace
- e. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

The University website may be viewed at <http://www.lamar.edu/index.html>.

1.28.20 In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:

- a. Whether the provision appears on the face of the contract; or
- b. Whether the contract includes any provision to the contrary.

1.29 NON-BOYCOTT VERIFICATION: Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its response.

- 1.30 CYBERSECURITY TRAINING PROGRAM: Pursuant to Section 2054.5191, Texas Government Code, Respondent and its subcontractors, officers, and employees, who are provided credential granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the Agreement. Respondent shall verify in writing completion of the program to the University within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 1.31 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION: Pursuant to Chapter 2274, Texas Government Code, Respondent verifies that (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 1.32 VACCINE PASSPORT PROHIBITION: Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from, the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 1.33 CRITICAL INFRASTRUCTURE AFFIRMATION: Pursuant to Section 2274.0102, Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, Texas Government Code, or headquartered in any of those countries.

- END OF SECTION 1 -

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 **HISTORICAL BACKGROUND:** Lamar University was founded in 1923 a few blocks from the current location as South Park Junior College and enrolled 125 students in its first fall semester. The name changed to Lamar College in 1932 in honor of Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas. In the early 1940s, Lamar separated from the South Park school district, which had created the college, and moved to its current location.

Lamar University is a member of The Texas State University System. LU offers more than 100 programs of study leading to bachelor’s, master’s and doctoral degrees. The 270-acre campus in Beaumont is about 90 miles east of Houston and about 25 miles west of Louisiana.

In recent years, Lamar has experienced another wave of growth with the completion of four major capital projects, numerous renovations and upgrades of existing facilities and the purchase of 13 acres of commercial property adjacent to campus for future growth.

- 2.2 **MISSION STATEMENT:** Lamar University engages and empowers students with the skills and knowledge to thrive in their personal lives and chosen fields of endeavor. As a doctoral granting institution, Lamar University is internationally recognized for its high-quality academics, innovative curriculum, diverse student population, accessibility, and leading edge scholarly activities dedicated to transforming the communities of Southeast Texas and beyond.

- END OF SECTION 2-

SECTION 3 – DESCRIPTION AND SCOPE OF SERVICES

DESCRIPTION

Respondent shall develop a concept design package for each of the primary venues being contemplated. Specifically, an indoor practice facility with multi-purpose turf field and competition indoor running track, indoor practice facility for men's and women's basketball programs, development of a comprehensive tennis complex with indoor and outdoor facilities, and improvements to the existing baseball stadium.

SCOPE OUTLINE FOR EACH FACILITY

Indoor Practice Facility

- Building Space Program (approx. 110,000 sf)
- Site Plan Concept
- Colored Floor Plans (Indicating specified utilization)
- Overall Building Sections
- Ground Level Exterior Rendering (1)
- Overall Aerial Rendering (1)
- Interior Rendering for both Football & Competition Track Utilization Configurations

Basketball Practice Facility

- Building Space Program (approx. 60,000 sf)
- Site Plan Concept
- Colored Floor Plans (Indicating specialized utilizations)
- Overall Building Sections
- Ground Level Exterior Rendering (1)
- Interior Renderings of primary areas of emphasis (2-3)

Tennis Complex

- Building Space Program (approx. 20,000 sf)
- Site Plan Concept
- Colored Floor Plans (Indicating specified utilizations)
- Interior Renderings of primary area (1)
- Aerial Rendering of overall complex (1)

Baseball Stadium

- Building Space Program Improvements (approx. 40,000 sf)
- Overall Site Plan
- Colored Floor Plans (Indicating specified utilizations)
- Building Sections thru Grandstand/Pressbox/Support Spaces
- Ground Level Rendering of renovated facility (1)
- Aerial Rendering of overall project (1)

-END OF SECTION 3-

SECTION 4 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS PACKAGE

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications with responses to all criteria in Section 4 and formatted as directed in Section 4. Incomplete Statements of Qualifications will be considered non-responsive and will be subject to rejection.

The University may conduct interviews with the most qualified Respondent(s) whose Proposals are deemed "Most Advantageous" in order to finalize the best value rankings; however, the University also reserves the right to select the most qualified Respondent without interviews or additional discussions.

Submit **one original, one copy and one data storage device (flash drive, CD, etc.)** of the Statement of Qualifications. **Mark package as RFP # 734-09102022-KM. An original signature of an authorized representative of the Respondent who has the authority to bind the Respondent in the event of an award must be included on the "Execution of Offer" document submitted with each copy.**

Statement of Qualifications packages shall not include any information regarding Respondent's fees, pricing, or other compensation. The Pricing and Delivery Proposal must be packaged in a separate, sealed package different from the Statement of Qualifications package and from the HUB Subcontracting Plan.

4.2 **AUTHORIZED SIGNATURE:** The Proposal must be completed and signed in the firm's name or corporate name of the Respondent, and **must be properly and fully executed and signed by an authorized representative of the Respondent who has the authority to obligate the Firm in the event of an award.**

4.3 **CONTRACT AWARD PROCESS:** The University will evaluate and rank each Proposal with respect to the **Best Value** selection criteria contained in this Solicitation. After opening and ranking, award(s) may be made based on the Proposals initially submitted, without discussion, clarification or modification, or, the University may discuss with the selected Respondent, other elements of the Proposal. If the University determines that it is unable to reach an agreement satisfactory to the University with the selected Respondent(s), then the University will terminate discussions with the selected Respondent(s) and proceed to the next Respondent in order of selection ranking until an agreement is reached or the University has rejected all Proposals.

4.4 **STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA:** The University will evaluate Proposals submitted in response to this solicitation. The evaluation of the Qualifications will be based on the requirements described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by a Selection Committee appointed by the University. The "Most Qualified" criteria for evaluation and selection of the successful Respondent(s) for this award will be as defined in Section 4.1 and will be based upon the following procedure and criteria:

4.4.1 Initial Evaluation

4.4.1.1 Administrative Review

The University will review timely received responses to determine if mandatory requirements are met and to verify that the Qualifications meet administrative and formatting requirements. Compliant responses will be approved for subsequent evaluation steps.

4.4.1.2 Initial Ranking

The University will review and rank compliant responses, without consideration of cost, from best to least qualified. The Evaluation Committee will use detailed evaluation and weighting guidelines to carefully review and assign a score to each section of each response. Upon completion of the evaluation and scoring, the next step of this evaluation will be performed.

4.4.1.3 Pricing and Delivery Proposal Evaluation

Pricing and Delivery Proposals will be opened and reviewed by Evaluation Committee members. Scores for cost will be based on pre-determined guidelines and weightings. These scores will be added to those assigned in the Initial Ranking process.

4.4.1.4 Reference Checks, Clarification, and Product Demonstration and Presentation

The University will perform reference checks and seek further information, as needed, from all Respondents whose responses the University, at its discretion, considers viable, based on the Initial Evaluation and scoring. Respondents may be asked to discuss their responses or provide written clarification. The University reserves the right to conduct independent investigations and reference checks in its effort to select the Respondent(s), which is best qualified, responsible and responsive to this Solicitation's requirements.

All Respondents selected for further consideration may be asked to present their responses. The conduct, content and extent of such discussions and demonstrations are a matter of the University's judgment, based on the particulars of the selected Respondents.

In the course of seeking additional information, the University will:

- Control all discussions;
- Attempt to resolve any uncertainties concerning a Respondent's response;
- Attempt to resolve any suspected mistakes by calling them to a Respondent's attention as specifically as possible without disclosing information concerning other Respondent's responses or confidential aspects of the evaluation process;
- Provide the Respondents a reasonable opportunity to submit any technical, cost or other revisions to its response that may result from discussions.

4.4.1.5 Best and Final Offers (BAFO)

The University may choose to issue a written "Request for Best and Final Offer" to one or more Respondents determined, in the sole opinion of the University, as a potential "best value". The request will include a specified date and time for receipt of BAFO (Best and Final Offer) responses. The request will also include general instructions to, and questions for, all BAFO participants, as well as a list of issues, concerns and/or requests for additional clarification including, but not limited to functional capabilities, cost, contractual gaps, and other Respondent-specific issues unique to each BAFO participant.

The objectives of the Request for BAFO include obtaining:

- The best price for requested Work;
- Changes to Proposals to better align them with the University requirements for the Work;
- Clarifications where initial Proposals were deemed ambiguous or confusing by the Evaluation Committee;
- Changes to the proposed approach or timing to the extent deemed necessary by the University; and
- Changes to or more information about proposed project personnel.

4.4.1.6 Final Evaluation

The University intends to make the contract award to the Respondent(s) whose response best meets the evaluation criteria and reflects the “best value” to the University.

In determining “best value”, the Evaluation Committee will be instructed to consider all information contained in the initial responses; the initial evaluation; BAFO responses (if necessary); and information obtained from references, site visits, Respondent presentations and or demonstrations, and any other information obtained during this procurement solicitation process.

- 4.5 EVALUATION CRITERIA: The Respondent selected for award of any agreement or contractual arrangement resulting from this solicitation will be the Respondent whose proposal is judged most advantageous and most qualified to the University, as determined solely by the University.

Proposals will be evaluated and ranked based on the following criteria and weighting:

Criterion One: Respondent’s Statement of Qualifications and Availability	5%
Criterion Two: Respondent’s Ability to Provide Services	15%
Criterion Three: Respondent’s Performance on Past Representative Projects	25%
Criterion Four: Respondent’s Methodology Including Technical Approach and Understanding of the Scope of Work	20%
Criterion Five: Pricing and Delivery Proposal	35%

4.6 CRITERION ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY:

- 4.6.1 Provide a statement of interest for the project including a narrative describing the Respondent’s unique qualifications as they pertain to this particular project.
- 4.6.2 Provide a brief history of the Respondent’s firm.
- 4.6.3 Provide a statement on the availability and commitment of the Respondent.

4.7 CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE SERVICES:

- 4.7.1 Be prepared to submit annual revenue totals and percent change per year if requested.
- 4.7.2 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.

- 4.7.3 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the University.
- 4.7.4 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 4.7.5 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any University employee, officer or Regent? If so, please explain.
- 4.7.6 Provide a signed, completed US IRS form W9 form (Rev October 2018)
- 4.8 CRITERION THREE: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS:
- 4.8.1 Briefly describe the Respondent's past experience for providing similar Consulting Services.
- Provide not less than three (3) but no more than five (5) examples. List the projects in order of priority, with the most relevant projects listed first. Emphasis should be placed on past projects that are MOST RELATED TO THIS PROJECT.
- Provide the following for each project listed:
- Project name, location, contract delivery method, and description
 - Color images (photographic or machine reproductions)
 - The Owner's name and contact information
- 4.9 CRITERION FOUR: RESPONDENT'S METHODOLOGY INCLUDING TECHNICAL APPROACH AND UNDERSTANDING OF THE SCOPE OF WORK:
- 4.9.1 Provide a brief statement of the service approach for each of the required services identified in Section 3 and any unique benefits the University will gain from contracting with successful Respondents' firm.
- 4.9.2 Describe how your company will address any noted deficiencies in the service performance.
- 4.10 CRITERION FIVE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL
- Provide the following per section 5:
- 4.10.1 Pricing and Delivery (Exhibit A)

-END OF SECTION 4-

SECTION 5 – REQUIREMENTS FOR THE PRICING AND DELIVERY PROPOSAL

5.1 GENERAL INFORMATION: The following Pricing and Delivery Proposal will be 20 % of the evaluation:

5.1.1 Submit **one original**, **one copy** and **one data storage device (flash drive, CD, etc..)** of the Pricing and Delivery Proposal (Exhibit A) **Mark as RFP # 734-09102022-KM and annotate with the words “Pricing and Delivery Proposal Enclosed.”**

5.1.2 Pricing and Delivery Proposals will not be returned to respondents.

5.1.3 Pricing and Delivery Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify that it is the Pricing and Delivery Proposal, the submittal deadline, the RFP number, and the name and return address of the respondent. Please include the name and email address of the person to be contacted for Solicitation notification on all envelopes.

5.1.4 Respondent shall include all potentially billable items even if they are not listed in RFP. The University will not be responsible for payment for items invoiced from successful Respondent that were not included in Price and Delivery Proposal unless mutually agreed-upon in writing by both parties.

5.1.5 The University reserves the right to purchase the items listed in the Scope of Work, Section 3 as a whole or in part, whichever is determined to be in the University’s best interest. *

5.2 RESPONDENT’S PRICING AND DELIVERY PROPOSAL

Complete the “Pricing and Delivery Proposal” form (Exhibit A) and attach a formal quote as support.

-END OF SECTION 5-

SECTION 6 – FORMAT FOR STATEMENTS OF QUALIFICATIONS AND PRICING AND DELIVERY PROPOSALS

6.1 GENERAL INSTRUCTIONS:

- 6.1.1 Statements of Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this Solicitation. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.
- 6.1.2 Statements of Qualifications shall be a **MAXIMUM OF FIFTY PRINTED PAGES**. The cover, table of contents, divider sheets, HUB Subcontracting Plan and Execution of Offer do not count as printed pages.
- 6.1.3 Respondents shall carefully read the information contained in this Solicitation and submit a complete response to all requirements and questions as directed. Incomplete Statements of Qualifications will be considered non-responsive and subject to rejection.
- 6.1.4 Statements of Qualifications and any other information submitted by Respondents in response to this Solicitation shall become the property of the University.
- 6.1.5 Statements of Qualifications that are qualified with conditional clauses, alterations, items not called for in the Solicitation documents, or irregularities of any kind are subject to rejection by the University, at its option.
- 6.1.6 The University makes no representations of any kind that an award will be made as a result of this Solicitation. The University reserves the right to accept or reject any or all Statements of Qualifications waive any informalities or minor technical inconsistencies, or delete any item/requirements from this Solicitation when deemed to be in the University's best interest.
- 6.1.7 It is not necessary to repeat the question in the Statement of Qualifications section; however, it is essential to reference the question number with the corresponding answer.
- 6.1.8 Failure to comply with all requirements contained in this Solicitation may result in the rejection of the Qualifications.
- 6.1.9 The University will not compensate Respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents must submit Qualifications at their own risk and expense.

6.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 6.2.1 Statements of Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 6.2.2 Additional attachments shall **NOT** be included with the Statements of Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 and Section 4, of this Solicitation will be used by the University for evaluation.
- 6.2.3 Separate and identify each criterion response to Section 4 of this Solicitation by use of a divider sheet with an integral tab for ready reference.

6.3 TABLE OF CONTENTS:

6.3.1 Submittals shall include a “Table of Contents” with page numbers for each page of each submittal (Statements of Qualifications).

6.4 PAGINATION:

6.4.1 Number all pages of the submittal sequentially using Arabic numbers (1, 2, 3, etc.) The Respondent is not required to number the pages of any HUB Subcontracting Plan.

-END OF SECTION 6-

SECTION 7 – SCHEDULE OF PROPOSAL PROCESS

The University wishes to adhere to the following schedule:

DATE:	ACTION:
September 16, 2022:	RFP posted to the Electronic State Business Daily (TX Smartbuy/ESBD)
September 29, 2022:	Deadline for submission of questions and/or clarifications regarding RFP. All questions must be received by 2:00p.m. local time to be considered
October 7, 2022:	Written responses received by the University on or before 2:00p.m. Local Time
October 14, 2022:	Notification of successful Respondent
October 20, 2022	Execution of Contract

NOTE: This schedule may be modified or changed at the sole discretion of the University, if it is determined to be in the University's best interests to do so.

-END OF SECTION 7-

EXHIBIT A

PRICING AND DELIVERY PROPOSAL

Proposal of: _____
Respondent Company Name

To: Lamar University

RFP # 734-09102022-KM

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of RFP # 734-09102022-KM and any exhibits thereto, the undersigned proposes to furnish Concept Design Consulting services required pursuant to the above-referenced Request for Proposal.

Indoor Practice Facility	\$ _____
Basketball Practice Facility	\$ _____
Tennis Complex	\$ _____
Baseball Stadium	\$ _____
	\$ _____ <i>Total Cost</i>

Respectfully submitted,

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

RESPONDENTS EXECUTION OF OFFER:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent hereby affirms that he/she has not given, offered to give, 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 response. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all solicitation lists.

By signature hereon, Respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent hereby certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Certifications:

Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, *Texas Family Code*, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at the University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.055(h), *Texas Government Code*, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

EXHIBIT B continued

The person signing the Response should show title or authority to bind his/her firm in contract.

Respondent / Company Name: _____ Federal EIN: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ Fax No. _____

Email: _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF RESPONSE.

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

No. 1 _____

No. 5 _____

No. 2 _____

No. 6 _____

No. 3 _____

No. 7 _____

No. 4 _____

No. 8 _____

Lamar University Vendor Insurance Requirements

General Liability

Commercial General Liability
Occur

Each Occurrence: \$ 1,000,000
General Aggregate: \$ 2,000,000
Products – Comp/Op Aggregate: Included

Additional Insured, Waiver of Subrogation & 30 Day Notice of Cancellation endorsements are required

Workers Compensation Employers Liability

Statutory Limit
Occur

Each Accident: \$ 500,000
Disease Each Employee: \$ 500,000
Disease Policy Limit: \$ 500,000

Waiver of Subrogation & 30 Day Notice of Cancellation endorsements are required

Automobile

Each Occurrence: \$ 1,000,000

Additional Insured, Waiver of Subrogation & 30 Day Notice of Cancellation endorsements are required

Professional Liability

If Required

Each Occurrence: \$ 1,000,000

Pollution Liability

If Required

Each Occurrence: \$ 1,000,000

Minimum AM Best Rating

- Alpha Rating: A-
 - Financial Category: X
-

Additional Requirement(s)

- Additional insured endorsements providing Ongoing and Completed Operations
- Primary and Non-Contributory endorsement required on General Liability
- Additional Insured and Waiver of Subrogation endorsements must be in favor of: Lamar University, member of The Texas State University System, their agents, servants, employees, officers, heirs, assigns, successors in interest & representatives in connection with the work

Coverage Period

- Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by the University to Contractor; and
- Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the work has been fully performed and accepted by the University in writing;

Lamar University Vendor Insurance Requirements, continued

- If required, Errors and Omissions Insurance will be kept in force an additional two years after the work has been fully performed and accepted by the University in writing.

Cancellation Clause

- SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR THERE IS A SIGNIFICANT COVERAGE CHANGE BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

RFP# 734-09102022-KM

Athletic Facilities Concept Design Consulting Services

Submittal Check List

Package #1

Statement of Qualifications

- Responses to Criterion One through Four Identified (Section 4)
- Signed Execution of Offer (Exhibit B)

Package #2

Pricing and Delivery Proposal (Exhibit A)