



Texas Facilities Commission  
P.O. Box 13047  
Austin, Texas 78711-3047

## REQUEST FOR PROPOSALS

BOILER PREVENTATIVE MAINTENANCE AND  
REPAIR SERVICES, AUSTIN, TX

RFP #303-5-01294  
**ADDENDUM #01 REVISION**

Dated: January 14, 2016

Proposal Due Date / Opening: February 4, 2016

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## **REQUEST FOR PROPOSAL**

### **Boiler Preventative Maintenance and Repair Services, Austin, TX**

Pursuant to Texas Government Code Section 2165.001, Custodianship of State Property, and Section 2156.121, Use of Competitive Sealed Proposals, the Texas Facilities Commission is requesting responses to this Request for Proposals for the provision of Boiler Preventative Maintenance and Repair Services in multiple State Office Buildings located in Austin, Texas.

**CONTRACT TERM:** This service shall be for a period beginning on the date of that Contract, as defined below, is executed by both parties, and shall expire on August 31, 2017. The Contract may be renewed for one (1) additional two (2) year period, provided that renewal is executed prior to expiration of the current contract term. Any renewals shall be in writing and at the same terms and conditions, plus any approved changes. This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article in the Services Contract shall apply.

1) **DEFINITIONS:** The following definitions apply to this Request for Proposals:

Addendum - A modification of the specifications issued by TFC.

Best and Final Offer (BAFO) - A formal request made to acceptable or potentially acceptable Respondents for revision to the originally submitted proposal.

Contract - The Boiler Maintenance Services Contract attached to this RFP as Attachment A.

Contract Administrator - The individual designated by TFC to represent TFC during the performance of the Contract.

Contractor - The individual, partnership or corporation whose proposal is accepted and who enters into a Contract with TFC.

Electronic State Business Daily (ESBD) – the designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addendums to posted solicitations, and awards. The link to the ESBD is <http://esbd.cpa.state.tx.us/>

Good Faith Effort – Effort required by vendors when completing the HUB Subcontracting Plan, which demonstrates the respondent has completed one of the following for the planned subcontracting needs: A) Self-Performing Contract (performing all work with own materials and labor), B) Using strictly HUBs for all subcontracting needs, C) Meeting stated agency goal for HUB subcontracted needs for this type of solicitation, or D) Performing “Traditional Good Faith Effort” of notifying two minority/women trade organizations and soliciting bids from three HUBs for each subcontracting opportunity, and allowing seven business days for response.

HUB Subcontracting Plan (HSP) – The Historically Underutilized Business (HUB) Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code (TGC) and by Title 34, Chapter 20, Subchapter B, §20.10- §20.28 of the Texas Administrative Code (TAC).

Historically Underutilized Business (HUB) – A business who certified with the Comptroller of Public Accounts by meeting the following requirements: 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman; United States Veteran with a minimum 20% Disability rating; is an entity with its principal place of business in Texas; and has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity’s affairs.

Respondent - An individual, partnership or corporation that responds to this RFP.

RFP – The Request for Proposal

TFC - The Texas Facilities Commission

2) **SCHEDULE OF EVENTS:**

a) The solicitation process for this RFP will proceed according to the following schedule:

<b>EVENT</b>	<b>DATE</b>
Issue RFP	January 14, 2016
Pre-Proposal Conferences  (Respondents are required to attend only one of the scheduled meetings)	Thursday, January 21, 2016 @ 9:30 AM – 10:30 AM  Friday, January 22, 2016 @ 9:30 AM – 10:30 AM
Deadline for Submission of Questions	Tuesday, January 26, 2016 @ 12:00 PM
Deadline for Submission of Proposals/RFP Opening	Thursday, February 4, 2016 @ 3:00 PM

b) **REVISIONS TO SCHEDULE:** TFC reserves the right to change the dates in the Schedule of Events set forth above upon written notification to prospective Respondents through a posting of an Addendum on the Electronic State Business Daily.

c) **PRE-PROPOSAL CONFERENCE:**

i) The Pre-Proposal Conferences are scheduled for:

Thursday, January 21, 2016 @ 9:30 AM – 10:30 AM

Friday, January 22, 2016 @ 9:30 AM – 10:30 AM

The location of the Pre-Proposal conference is:

Central Services Building  
Rm 200B  
1711 San Jacinto Blvd.  
Austin, TX 78701

ii) Attendance at one (1) of the two (2) scheduled pre-proposal conferences is mandatory. Only those Respondents whose names and represented firm are on the pre-proposal conference sign-in sheet shall be allowed to submit a response. Please do not be late. **All attendees are required to check in with the 4<sup>th</sup> floor receptionist.**

iii) Parking is available in a small Visitor Parking lot for a 2 hour limit or metered parking is available. Additional free parking is available on the top level of State Garage B, 1511 San Jacinto, Austin, TX.

[http://www.tspb.state.tx.us/plan/maps/doc/capitol\\_complex\\_maps/CapitolComplexEmployeeParking.pdf](http://www.tspb.state.tx.us/plan/maps/doc/capitol_complex_maps/CapitolComplexEmployeeParking.pdf)

3) **PROPOSAL REQUIREMENTS:**

a) **SUBMISSIONS:** Respondents shall submit one (1) original and three (3) copies of the submittal, along with one (1) separate copy of the Attachment B - HUB Subcontracting Plan and one (1) original Attachment C – Execution of Proposal. Additionally, respondent shall provide a CD containing a complete copy of the vendor's response to this RFQ. The format shall be Adobe Acrobat version 9.0 or higher. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the submittal.

b) **COSTS:** Respondents to this RFP are responsible for all costs of proposal preparation and delivery.

- c) **PUBLIC INFORMATION:** TFC will not consider any proposal that bears a copyright. As a state agency, TFC will strictly adhere to the requirements of Chapter 552 of the Texas Government Code (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. TFC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. TFC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its submittal, Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **14 point font**, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted CD, as referenced in Section 3, Submission Requirements, par. 3.1, Submission, subparagraph 3.1.1. Step One, Respondent should mark the CD with the word "**CONFIDENTIAL**." If TFC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If TFC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.
- d) **CONTENTS:** Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State of Texas.
- i) **COMPANY INFORMATION:** <0 pts> Including, but not limited to the following:
- (1) company description;
  - (2) ownership information;
  - (3) physical and mailing address;
  - (4) other company locations/offices;
  - (5) primary contact;
  - (6) office and mobile telephone number and email of company's primary contact;
  - (7) provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years. <Pass/Fail>
- ii) **Relevant Experience and Qualifications:** <20 pts> Complete and submit Attachment F – Contractor's Qualifications Form. Respondent should also provide a free-form narrative that describes, in detail, any qualifications not enumerated on Attachment F – Contractor's Qualifications Form. The following minimum requirements are required of Respondents:
- (1) Demonstration of a Respondent's relevant experience for the type of work solicited in the RFP;
  - (2) Out of state Respondent's doing business in the State of Texas shall have a Certificate of Authority to do business in Texas, a copy of which shall be submitted with the proposal;
  - (3) Demonstration that the Respondent has successfully been in business or the principals shall have had ownership/executive management in a previous company with comparable type experience for the services solicited in this RFP;
  - (4) Provide the names of management and key employees proposed for the project team and each person's responsibilities. Include the background and experience of these employees. Detail previous experience of team members working together on projects,

- and the firm's previous experience working with major subcontractors proposed for this project;
- (5) An organizational chart which shows roles and responsibilities of key individuals assigned to provide services under the Contract;
  - (6) Demonstration of National Board R Stamp certification; and
  - (7) Company Location: Identify the location of your company's office that will directly support the Project. Explain how responsive service will be provided.

Negative responses and experiences from state client agencies, regulatory agencies, and TFC, which are familiar with firm's performance, depending on problems encountered, may be grounds for disqualification.

TFC will also consider the relevant experience and qualifications of subcontractors listed on the Attachment B, HUB Subcontracting Plan, particularly those performing 15% or more of the project. An Attachment F – Contractor's Qualifications Form may be included in the submittal for each firm performing 15% or more, and any additional company information provided as appropriate.

- iii) **PROPOSED METHODOLOGY: <10 pts>** A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the requirements of the Contract. This shall include, but not be limited to:
  - (1) Processes and techniques used to understand the services to be provided under the Contract;
  - (2) Describe staffing in your local office/shop to successfully execute the requirements of this contract.
  - (3) Identify your firm's minimum dedicated response staff.
  - (4) Describe how your firm will respond to requests outside of normal working hours (24/7).
  - (5) Describe how your firm will respond to requests in emergency situations.
  - (6) Company workload in proportion to the services outlined in the Contract; and
  - (7) Coordination of work with subcontractors.
- iv) **COMPENSATION AND FEES: <60 pts>** Include pricing on the Attachment E – Compensation and Fees. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of TFC.
- v) **QUALITY CONTROL & SAFETY PROGRAM: <10 pts>**
  - (1) **Quality Control/Quality Assurance:** Provide a description of your firm's quality assurance program. Provide the name and job title of the person in your organization who oversees your quality assurance program. TFC reserves the right to require a copy of your Quality Control Manual and Quality Assurance Processes, which, if contracted, will become a contract document.
  - (2) Respondent shall describe its quality requirements and means of measurement and shall provide process flow charts on how quality is maintained and achieved.
  - (3) The Respondent shall describe the company/firm's policy regarding establishing quality control processes similar to the International Standard Organization (ISO) 9000 and other in-place controls for adherence to budget, quality, safety and schedule.
  - (4) **Contractors Safety Record:** The Respondent shall provide its workers' compensation experience modification rate - EMR - for the last five (5) years as part of the proposal. This shall be submitted by Respondent's insurance carrier on their letterhead. In addition, Respondent shall provide the name and job title of the person in the organization who manages the safety program and a description of such program. TFC reserves the right

to require a copy of the safety manual, which shall be maintained by Contractor during the term of the Contract.

- vi) The insurance requirements of this Contract are detailed in Attachment A – Boiler Maintenance Services Contract, Section VIII – Insurance, Indemnification and Legal Obligations. Any inquiries concerning insurance requirements may be submitted to Cassandra Cox, Insurance Analyst, by email to: [cassandra.cox@tfc.state.tx.us](mailto:cassandra.cox@tfc.state.tx.us)
- vii) **PRINCIPAL SUBCONTRACTORS:** Subcontractors with whom the Respondent intends to utilize in performing 15% or more of the Contract. Principal Subcontractors should be listed separately on the Attachment C – Execution of Proposal Form and the Attachment B – HUB Subcontracting Plan.
- viii) **HUB SUBCONTRACTING PLAN**
- (1) The Attachment B – HUB Subcontracting Plan shall be completed, signed and returned with the proposal. As mandated by 34 Texas Administrative Code, Section 20.14, Respondents must submit an Attachment B - HUB Subcontracting Plan that identifies all subcontractors and complies with good faith effort requirements outlined in Section B-3 of the Attachment B - HUB Subcontracting Plan and in accordance with the Comptroller of Public Accounts (CPA) HUB rules in Section 20.14(d)(1)(D)(iii).
  - (2) Pursuant to Texas Government Code, Section 2161.252(b), TFC shall reject any response that does not include an Attachment B - HUB Subcontracting Plan. An incomplete Attachment B - HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.
  - (3) The Attachment B – HUB Subcontracting Plan shall become an Attachment to the Contract between the awarded Respondent and TFC. Upon execution of the Contract, Contractor can only change the HUB Subcontracting Plan if:
    - (a) Contractor complies with 34 Texas Administrative Code, Section 20.14;
    - (b) Contractor provides its proposed changes to TFC for review;
    - (c) TFC approves Contractor's proposed changes to its HUB Subcontracting Plan; and
    - (d) TFC and Contractor amend their contract by submitting a revised HUB Subcontracting Plan containing the changes approved by TFC.
  - (4) If TFC determines that the Contractor failed to implement its HUB Subcontracting Plan in good faith, TFC, in addition to any other remedies, may report nonperformance to the CPA in accordance with 34 Texas Administrative Code, Section 20.14(g)(5).
  - (5) HUB subcontracting opportunities may be available in the following commodity class/item codes:

<b>Class/Item</b>	<b>Description</b>
820-08	Boilers, High Pressure Steam
820-12	Boilers, Low Pressure Steam
820-16	Steam Boiler Tubes
820-40	Boilers and Heating Equipment Controls, Steam
820-64	Boiler Water Filters
820-68	Boilers And Heating Equipment, Heat Exchangers (Steam)
910-10	Chimney Installation, Maintenance And Repair
910-36	HVAC Maintenance And Repair Services

910-38	Insulation and Asbestos Installation, Maintenance, Repair and Removal Services (Includes Spray-On Insulation)
941-25	Boiler Maintenance and Repair, Steam
941-56	Boiler Hydrostatic Testing Services
962-23	Boiler Water Chemical Treatment

The list above is not, nor is it intended to be, a comprehensive list that identifies all subcontracting opportunities.

HUB vendors can be found by searching the State's Centralized Master Bidders List (CMBL) or the HUB Directory, both found at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.

- (6) If further assistance is needed in preparing the HUB Subcontracting Plan, potential respondents may contact TFC HUB Coordinator Yolanda Strey at 512-475-0453, or by email at [HUB@tfc.state.tx.us](mailto:HUB@tfc.state.tx.us).
- ix) **EXECUTION OF PROPOSAL:** The Attachment C – Execution of Proposal shall be completed as directed, signed by the individual or an authorized agent of the business entity submitting the proposal, and returned with the proposal. Failure to sign where indicated will result in disqualification of proposal.
- x) **REFERENCES: <P/F>** (on a separate sheet) Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name, telephone number, and email address for each reference listed.
- xi) **Bid Bond:** Proposal shall be accompanied by a bid security in the form of a bid bond, certified and/or cashier's check (on a solvent bank in the State of Texas) drawn to the order of the Texas Facilities Commission, in the sum of not less than five percent (5%) of the total amount of the proposal. No other form of security will be accepted.
- (1) Should the contractor fail, neglect, or refuse to begin performance of the contract after receiving the award, said security will be forfeited to TFC. Performance shall be considered begun upon acknowledgement of the contract award and the furnishing of all required security bonds and insurance coverage.
- (2) If TFC has not made an award within ninety (90) calendar days after responses are opened, respondents may withdraw their responses without prejudice; however, respondents have the option to extend the time in which their bids will be honored after this ninety (90) day period.
- 4) **INQUIRIES:**
- a) All non-HUB or non-insurance inquiries shall be submitted in writing to Colin Gresham by email to [colin.gresham@tfc.state.tx.us](mailto:colin.gresham@tfc.state.tx.us) by close of business Central Time, on the date listed as the deadline for submission of questions as specified in Section 3(a) above. All inquiries submitted by email shall be in an editable format, i.e. Microsoft Word, or standard email as opposed to an un-editable format such as Adobe Acrobat .pdf files.
- b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily (ESBD), available at <http://esbd.cpa.state.tx.us/>. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above. It is the responsibility of the interested parties to periodically check the ESBD for updates to the procurement prior to submitting a proposal. The Respondent's failure to periodically check the

ESBD will in no way release the selected vendor from “addenda or additional information” resulting in additional costs to meet the requirements of the RFP.

- c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TFC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

5) **PROPOSAL SUBMISSION:**

- a) All proposals shall be received and time stamped at TFC prior to 3:00 PM, Central Time, on the date specified in the Schedule of Events above. TFC reserves the right to accept late proposals; however no proposals shall be accepted once the proposal opening process has begun.
- b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent’s responsibility to appropriately mark and deliver the proposal to TFC by the specified date and time.
- c) Telephone, facsimile, and email proposals will not be accepted.
- d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted proposal.

6) **DELIVERY OF PROPOSALS:** Proposals shall be submitted to TFC by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
TFC – Bid Services ATTN: Colin Gresham RFP #303-5-01294 Central Services Building P.O. Box 13047 Austin, TX 78711-3047	TFC – Bid Services ATTN: Colin Gresham RFP #303-5-01294 Central Services Building, Rm. 176 1711 San Jacinto Blvd. Austin, TX 78701  Hours: 8:00 AM to 5:00 PM	Central Services Building 4 <sup>th</sup> Floor Receptionist ATTN: Colin Gresham RFP #303-5-01294 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 8:00 AM to 5:00 PM

7) **PROPOSAL OPENING:** Proposals will be opened at the Central Services Building, 1711 San Jacinto Blvd., Austin, Texas 78701.

- a) All submitted Proposals become the property of TFC after the RFP submittal deadline/opening date.
- b) Proposals submitted shall constitute an offer for a period of ninety (90) days or until award is made by TFC, whichever occurs earlier.

8) **PROPOSAL EVALUATION AND AWARD:**

- a) TFC shall award the Contract(s) to the Respondent(s) whose proposal is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Section 2155.074.
- b) Award of the Contract(s) will be made based upon the evaluation of all responses received and the determination of the response or responses determined to be best value. When considering best value and award, TFC reserves the right to set a minimum requirement regarding the weighted criteria listed in Subsection (e) below.
- c) TFC also reserves the right to solicit any service that would normally be performed using this Contract if it deems that by doing so would be in the best interest of the State of Texas.

- d) A committee will be established to evaluate the submitted proposals (Evaluation Committee). The committee will include employees of TFC and other persons invited by TFC to participate. The Evaluation Committee will evaluate and score each proposal based upon the criteria found in Section 4 of the RFP. By submitting a proposal in response to this RFP, the Respondent accepts the solicitation and evaluation process and acknowledges and accepts that scoring of the proposals may involve some subjective judgments by the Evaluation Committee.
- e) The Evaluation Committee will determine best value by applying the following criteria and assigned weighted values:

<b>Criteria</b>	<b>Weight</b>
Company Information	0%
Relevant Experience & Qualifications	20%
Methodology	10%
Quality Control & Safety Program	10%
Compensation and Fees	60%
References	P/F
Litigation	P/E
	100%

- f) The Evaluation Committee will determine if BAFOs are necessary. Award of the Contract may be made without BAFOs. A request for a BAFO is at the sole discretion of TFC and will be extended in writing.
- g) In evaluating proposals to determine the best value for the State of Texas, TFC may consider information related to past contract performance of a Respondent including, but not limited to, TFC's Vendor Performance Tracking System (available at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)). Prior work performance with TFC, and other State agencies or governmental entities which are familiar with a Respondent's performance, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with TFC or another State agency may be disqualified.
- h) The Based on ranking determined by the scores, TFC may conduct interviews and/or oral presentations with those firms determined to be the most qualified. Such interviews are intended to:
- i) confirm the information contained in the proposal submittal;
  - ii) evaluate Respondent's methodology and work plan for the Contract; and
  - iii) evaluate the structure of Contract team including qualifications of individual team members and other subcontractors. Scoring of the interview may replace part or all of the scoring of the proposal.
- i) Based on these and other factors which may apply, TFC in accordance with Texas Government Code, Section 2156.121, will enter into the Contract with the Respondent(s) that is determined to be most appropriate for the services to be provided, but if an agreement cannot be reached, may proceed with the next ranked Respondent, and so on as provided by statute.
- j) TFC reserves the right to award or not award the Contact if no responses are deemed acceptable and may re-solicit as determined necessary in the best interest of the State of Texas.
- k) Protests filed in accordance with this solicitation shall be governed by Texas Administrative Code Title 1, Administration, Part 5 Texas Facilities Commission, Chapter 111 Administration, Subchapter 1 Complaints and Dispute Resolution, §111.32 Protests/Dispute Resolution/Hearings.

Order Precedence: In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Attachment A - Boiler Maintenance Services Contract, Request for Proposals (includes all remaining Attachments and Addenda), and Respondent's response to Request for Proposals.

**ATTACHMENT A**

**BOILER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
CONTRACT**

**RFP #303-5-01294**

(TO BE EXECUTED BY TFC AND SELECTED RESPONDENT UPON AWARD)

**Posted as Package '2' on the ESBD**

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**ATTACHMENT B**

**HUB SUBCONTRACTING PLAN**

**RFP #303-5-01294**

**Posted as Package '3' on the ESD**

For electronic completion (RECOMMENDED) click here:

<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

(TO BE ATTACHED AS "EXHIBIT E" TO BOILER PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES CONTRACT)

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**ATTACHMENT C**  
**EXECUTION OF PROPOSAL FORM**

*NOTE: THIS ATTACHMENT MUST BE SIGNED AND RETURNED WITH THE SUBMITTAL. SUBMITTALS WHICH DO NOT INCLUDE THIS ATTACHMENT SHALL BE DISQUALIFIED. THE SUBMITTAL SHALL BE DISQUALIFIED IF FALSE STATEMENTS ARE CONTAINED IN THIS ATTACHMENT.*

Respondent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Having carefully examined the RFP, the Contract, and all other Attachments attached, as well as the premises and conditions affecting the work, Respondent hereby proposes to furnish all labor, materials, and equipment necessary to complete the work in the amounts proposed in Attachment E - Compensation and Fees.

**ADDENDA.**

Respondent acknowledges receipt of the following Addenda:

Number	Dated:	Date Received:

**PRINCIPAL SUBCONTRACTORS:**

List below all subcontractors who will perform at least 15% of the services to be provided under the Contract. An Attachment F – Contractor's Qualifications Form shall be attached to this proposal form for each firm listed. Note any changes if an alternate is accepted.

Trade Name: \_\_\_\_\_ City: \_\_\_\_\_

**RESPONDENT AFFIRMATIONS:**

Provided the proposal is accepted, the Respondent, signature herein, agrees to execute the Contract set forth in Attachment A – Boiler Maintenance Services Contract and obtain and furnish the required

insurance certificates in accordance with the terms and conditions of the Contract. Should the Respondent fail to provide the required insurance certificates within fifteen (15) days after receipt of the Award Notification Letter, TFC may retain as forfeit the enclosed Certified Check, Cashier's Check or Bid Bond in the sum of not less than five percent (5%) of the total price of the proposal and proceed with the next ranked respondent, and so on as provided by statute.

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

Respondent has not given, offered to give, nor intends to give at anytime 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 this Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Respondent or 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, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Respondent's signature herein assigns to TFC any and all claims for overcharges associated with the Contract which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this submittal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.

Respondent is in compliance with Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency. If Section 669.003 applies, Respondent shall provide the following information as an attachment to this response: name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent's signature herein certifies that Respondent is not currently delinquent in the payment of any debt owed to the State of Texas, including but not limited to franchise taxes and child support, and that any payments due the firm under this contract will be applied to that debt.

Additionally, HB1295 of the 84<sup>th</sup> Legislature mandates that you must comply with the following:

Texas Government Code Section 2252.908, and new rules promulgated by the Texas Ethics Commission ("TEC") pursuant to Section 2252.908, requires a disclosure of interested parties by contractors that enter into certain types of government contracts. To comply with the law and new rules, contractors must file a Disclosure of Interested Parties Form 1295 ("Form 1295") with the TEC and the Texas Facilities Commission ("TFC").

As of January 1, 2016, the TEC has made available on its website the new filing application that must be used to file Form 1295. Upon the selection of a contractor, contractor will be required to immediately complete the Form 1295 and return it to the TFC Legal Services Division via e-mail at: [Myra.beer@tfc.state.tx.us](mailto:Myra.beer@tfc.state.tx.us). TFC will review and send final notification to the TEC.

TFC may, in its sole discretion, wait to execute the contract until the form is filed with TEC.

Go to: <https://www.ethics.state.tx.us/index.html>. Under the heading HOT TOPICS, click on "New Form 1295 Filing Application". Information on using the new filing application is also posted on the TEC's website as of January 1, 2016.

Contractors must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of a contractor must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with TFC no later than thirty (30) days after the effective date of the contract.

Upon receipt of the signed, notarized form, TFC will notify the TEC of the receipt of the filed Form 1295 and certification of filing. The TEC is required by law to post the completed Form 1295 to its website within seven business days after receiving notice from TFC.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TFC reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Texas Family Code Compliance Requirement:

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the CPA Centralized Master Bidders List have satisfied this requirement. If not pre-registered, respondent shall provide the name(s) below. Upon award, respondent shall provide TFC Procurement the Social Security number(s) of the individual(s) listed below.

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s)  
of twenty-five percent (25%) interest:

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

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

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

(Respondent may use bottom of page if necessary.)

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this proposal.

**RESPECTFULLY SUBMITTED:**

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Respondent's Corporate Charter No.: \_\_\_\_\_

If a corporation, attach a corporation resolution or other official corporate documentation, which states that the person signing this proposal is an authorized person to sign for and legally bind the corporation.

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**ATTACHMENT D**

**BUILDING LIST**

**RFP #303-5-01294**

(TO BE ATTACHED AS "EXHIBIT A" TO BOILER PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES CONTRACT)

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**ATTACHMENT D**  
**BUILDING LIST**

<b>BLDG</b>	<b>BLDG NAME</b>	<b>ADDRESS</b>
<b>BHB</b>	<b>Brown Heatly State Office Building</b>	<b>4900 North Lamar</b>
<b>CSB</b>	<b>Central Services Building</b>	<b>1711 San Jacinto</b>
<b>CSX</b>	<b>Central Services Annex</b>	<b>311 East 14th St.</b>
<b>DARS</b>	<b>Department of Assistive and Rehabilitative Services</b>	<b>4800 N. Lamar</b>
<b>EOT</b>	<b>Ernest O. Thompson State Office Building</b>	<b>920 Colorado St.</b>
<b>LBJ</b>	<b>Lyndon B. Johnson State Office Building</b>	<b>111 E. 17th St.</b>
<b>DSHS</b>	<b>Department of State Health Services HQ</b>	<b>909 W. 45th. St.</b>
<b>TCEQ A</b>	<b>Texas Commission on Environmental Quality, Building A</b>	<b>12100 Park 35 Circle</b>
<b>TCEQ B</b>	<b>Texas Commission on Environmental Quality, Building B</b>	<b>12100 Park 35 Circle</b>
<b>TCEQ C</b>	<b>Texas Commission on Environmental Quality, Building C</b>	<b>12100 Park 35 Circle</b>
<b>REJ</b>	<b>Robert E. Johnson State Office Building</b>	<b>1501 North Congress</b>
<b>SFA</b>	<b>Stephen F. Austin State Office Building</b>	<b>1700 N. Congress Ave.</b>
<b>SHB</b>	<b>Sam Houston State Office Building</b>	<b>201 East 14th St.</b>
<b>SRC</b>	<b>State Records Center (Talking Book)</b>	<b>4400 Shoal Creek</b>
<b>TDHOP</b>	<b>Texas Department of Health Old Plant</b>	<b>1100 W. 49th St.</b>
<b>TDHNP</b>	<b>Texas Department of Health New Plant</b>	<b>1100 W. 49th St.</b>
<b>TJR</b>	<b>Thomas J. Rusk State Office Building</b>	<b>200 E. 10th St.</b>
<b>WBT</b>	<b>William B. Travis State Office Building</b>	<b>1701 N. Congress Ave.</b>
<b>TSD</b>	<b>Texas School for the Deaf Bldg 565</b>	<b>1102 S. Congress Ave.</b>
<b>TSBVI</b>	<b>Texas School for the Blind and Visually Impaired</b>	<b>1100 W. 45th St.</b>

**ATTACHMENT E**

**COMPENSATION AND FEES**

**RFP #303-5-01294**

(TO BE ATTACHED AS “EXHIBIT B” TO BOILER PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES CONTRACT)

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**ATTACHMENT E**  
**COMPENSATION AND FEES**

Vendor Name \_\_\_\_\_

<b>Capital Complex / North Complex</b>				
<b>Building</b>	<b>Model #</b>	<b>Year</b>	<b>Source</b>	<b>Annual Maintenance Cost</b>
<b>BHB</b>				
Cleaver Brooks #2	M4W-5000	1987	Hot Water	\$
Teledyne Laars #1	HH5000IN18JCACZEX	1994	Hot Water	\$
<b>CSB</b>				
RayPay	H3-3001	2015	Hot Water	\$
<b>CSX</b>				
Lochinvar	CHN401	2009	Hot Water	\$
<b>DARS</b>				
Indeeco	Cat #34 / 7V-300V-GIVI	1985	Hot Water	\$
<b>EOT</b>				
Lochinvar #1	CHN0991	2009	Hot Water	\$
Lochinvar #2	CHN0991	2009	Hot Water	\$
<b>LBJ</b>				
Lochinvar #1	FBN3000	2013	Hot Water	\$
Lochinvar #2	FBN3000	2013	Hot Water	\$
Lochinvar #3	FBN3000	2013	Hot Water	\$
State Water Heater	SBT80 500 NE7 ASMEF	1989	Hot Water	\$
<b>MHMR</b>				
Teledyne Laars #1	P63 1010 IN 09 KIACXX	1994	Hot Water	\$
Teledyne Laars #2	P63 1010 IN 09 KIACXX	1994	Hot Water	\$
<b>TCEQ A</b>				

Teledyne Laars	HH 3500 IN18KC	1991	Hot Water	\$
<b>TCEQ B</b>				
RBI	90747348	2007	Hot Water	\$
<b>TCEQ C</b>				
Precision	M068870	2007	Hot Water	\$
<b>REJ</b>				
Primera	2000B-00	2011	Hot Water	\$
Primera	2000B-00	2011	Hot Water	\$
Primera	1000B-00	2011	Hot Water	\$
<b>SFA</b>				
Lochinvar #1	EBN3000	2014	Hot Water	\$
Lochinvar #2	EBN3000	2014	Hot Water	\$
Lochinvar #3	EBN3000	2014	Hot Water	\$
Lochinvar #4	EBN3000	2014	Hot Water	\$
Lochinvar	8WN500PM	2009	Hot Water	\$
<b>SHB</b>				
Kewanee #1	H3S250G	1991	Steam	\$
Kewanee #2	H3S500G	1991	Steam	\$
Kewanee #3	H3S500G	1991	Steam	\$
PVI #2	14 N 125A-MX	1995	Hot Water	\$
PVI #1	14 N 125A-MX	1995	Hot Water	\$
<b>SRC</b>				
Teledyne Laars	Mighty Therm	1995	Hot Water	\$
Lochinvar South	PBN1701	2013	Hot Water	\$
Lochinvar North	PBN1702	2013	Hot Water	\$
<b>TDH O/P</b>				
Cleaver Brooks #1	CB1-700-125-150	2006	Steam	\$

<b>TDH N/P</b>				
Cleaver Brooks #1	CBI-700-350-150	2001	Steam	\$
Cleaver Brooks #2	CBI-700-350-150	2001	Steam	\$
<b>TJ R</b>				
Raypak (Rheem)	H2-2500	2005	Hot Water	\$
<b>WBT</b>				
Lochinvar #1	FBN3000	2014	Hot Water	\$
Lochinvar #2	FBN3000	2014	Hot Water	\$
Lochinvar #3	FBN3000	2014	Hot Water	\$

<b>Texas School for the Deaf</b>				
<b>Building</b>	<b>Model #</b>	<b>Year</b>	<b>Source</b>	<b>Annual Maintenance Cost</b>
<b>Cottage 566</b>				
Munchkin	119MR2	2007	Hot Water	\$
<b>Cottage 564</b>				
Munchkin	119MR2	2007	Hot Water	\$
<b>Central Plant</b>				
PVI	200WBHE250ATP	1994	Hot Water	\$
PVI	200WBHE250ATP	1994	Hot Water	\$
Teledyne Laars	167311	2006	Hot Water	\$
<b>Cafeteria</b>				
Vulcan	VSX246	2010	Steam	\$
Cleveland	24CGP10	2010	Steam	\$
Armor	PFN1002PM	Unavaliabe	Hot Water	\$
<b>Lewis Hall</b>				

Armor	AWN400PM	2011	Hot Water	\$
Armor	AWN400PM	2011	Hot Water	\$
<b>Koen Hall</b>				
Armor	AWN400PM	2011	Hot Water	\$
Armor	AWN400PM	2011	Hot Water	\$
<b>Le Roy Colombo Swim Center</b>				
AO Smith	GW18500	2012	Hot Water	\$
<b>Deaf Smith Center</b>				
PVI	54V90	1993	Hot Water	\$
<b>CTE Ford Building</b>				
PVI	14N125A-G	1993	Hot Water	\$
PVI	14N125A-G	1993	Hot Water	\$
<b>HS Senior Boy</b>				
PVI	40N250ANXL	2003	Hot Water	\$
<b>MS Girls Dorm</b>				
PVI	65N280ANXL	2003	Hot Water	\$
<b>HS Senior Girls</b>				
PVI	40N250ANXL	2003	Hot Water	\$
<b>Elementary/MS Boys Dorm</b>				
Armor	AWN500PM	2014	Hot Water	\$
<b>HS SND Boys</b>				
Armor	75L250AMXIF	Unavaliabe	Hot Water	\$

### Texas School for the Blind and Visually Impaired

Building	Model #	Year	Source	Boiler Annual Maintenance
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<b>661 North</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>662 North East</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>662 South</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>663 North</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>661 South</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>640 FUSA</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>663 South East</b>				
AO Smith	18IFEAX2000	2009	Hot Water	\$
<b>Pool Pump Room</b>				
Lochinvar	ERN402-A	2011	Hot Water	\$
Lochinvar	ERN152-A	2014	Hot Water	\$

**HOURLY LABOR RATE and MATERIALS**

The following prices are for services that are not included in the normal preventative maintenance of ~~elevators~~ **boilers**, but would be incurred as a result of unusual circumstances requiring additional parts, components, materials, and labor.

**Labor:**

Straight time\* hourly rate per qualified ~~elevator maintenance boiler~~ mechanic: \$ \_\_\_\_\_

Straight time\* hourly rate per ~~elevator maintenance boiler mechanic~~ helper: \$ \_\_\_\_\_

Overtime\*\* hourly rate per qualified ~~elevator maintenance boiler~~ mechanic: \$ \_\_\_\_\_

Overtime\*\* hourly rate per ~~elevator maintenance~~ boiler mechanic helper:

\$ \_\_\_\_\_

**Materials:**

Material Markup: Contractor shall invoice at MSRP/List\*\*\* minus \_\_\_\_\_ percent

Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

\*Straight time is defined as 7:30 AM – 6:00 PM Monday through Friday.

\*\*Overtime is defined as any hours that fall outside of Normal Hours or Weekends.

\*\*\*MSRP/List – TFC reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

**ATTACHMENT F**

**CONTRACTOR'S QUALIFICATIONS FORM**

**RFP #303-5-01294**

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**ATTACHMENT F - CONTRACTOR'S QUALIFICATIONS FORM**

1. **QUALIFICATIONS/REFERENCES:** Contractor shall submit three (3) references for which the contractor has provided **services of similar size, scope and complexity within the last three (3) years**. Additional information may be submitted/attached at respondent's discretion to provide a detailed synopsis of Qualifications & Experience of similar/relevant scope.

A. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **ADDITIONAL COMPANY INFORMATION:**

- A. Number of Years in Business \_\_\_\_\_
- B. Physical Office Presence in Austin area (Y/N) \_\_\_\_\_
  - a. Office Address: \_\_\_\_\_
- C. Current Number of Permanent, Full-Time Employees \_\_\_\_\_
- D. Current Number of Permanent, Part-Time Employees \_\_\_\_\_
- E. Current Total Number of Employees \_\_\_\_\_
- F. Geographic Limits of Operations \_\_\_\_\_
- G. List any Industry Certifications/Qualifications/Formal Training Programs that your staff (who will be servicing this account) have been certified in:

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

H. List any applicable licenses currently held by staff that will service this account:

Name	License	Number

**3. PRESENT CONTRACTS:**

A. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_

B. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_

C. Client: \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_  
Beginning Date of Contract \_\_\_\_\_ End Date of Contract \_\_\_\_\_  
Description of Scope of Work \_\_\_\_\_  
\_\_\_\_\_

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## **ATTACHMENT G**

### **CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES**

**RFP #303-5-01294**

(posted as Package '4' on the ESBD)

(TO BE ATTACHED AS "EXHIBIT C" TO BOILER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES CONTRACT)

## **ATTACHMENT H**

**TFC Bond Forms**

**RFP #303-5-01294**

(posted as Package '5' on the ESBD)

(TO BE ATTACHED AS "EXHIBIT D" TO BOILER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES CONTRACT)

**-or-**

The TFC Bond Forms can be obtained electronically from the Forms Index,

<http://tfc.state.tx.us/divisions/facilities/prog/construct/formsindex>

**Document #2 – Performance Bond**

**Document #3 – Payment Bond**

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**ATTACHMENT I**  
**RFP CHECKLIST**

Checklist for RFP 303-5-01294

Title: Boiler Preventative Maintenance and Repair Services

Opening Date: February 4, 2016 @ 3:00 P.M. CST

Respondent Name and Address:

_____	Contact: _____
_____	TX Taxpayer #: _____
_____	Office Phone: _____
_____	Mobile Phone: _____
_____	Email: _____

Attended PPC: \_\_\_\_\_

1. Submitted original and three (3) copies of proposal \_\_\_\_\_
2. Submittal Content
  - **Attachment B - HUB Subcontracting Plan** \_\_\_\_\_ **(Mandatory)**
  - **Attachment C – Execution of Proposal Form** \_\_\_\_\_ **(Mandatory)**
  - **Attachment E – Compensation and Fees** \_\_\_\_\_ **(Mandatory)**
  - **Attachment F – Contractor’s Qualifications Form** \_\_\_\_\_ < 20 pts >
  - Methodology \_\_\_\_\_ < 10 pts >
  - Company Information \_\_\_\_\_ < 0 pts >
  - Quality Program & Safety Program \_\_\_\_\_ < 10 pts >
  - References \_\_\_\_\_ < pass/fail >
  - Litigation \_\_\_\_\_ < pass/fail >
  - Acknowledge Addenda \_\_\_\_\_ ( Mandatory)
  - Bid Bond \_\_\_\_\_ ( Mandatory)
3. Formatted CD \_\_\_\_\_