



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

**REQUEST FOR QUALIFICATIONS  
FOR CONSTRUCTION MANAGER-AT-RISK  
FOR**

**Texas School for the Deaf  
2020-2021 Deferred Maintenance, Classroom Expansion, and  
Traffic Circulation Improvement**

**PROJECT #20-008-8806, 20-016-8804, 20-017-8805**

**RFQ #303-0-01686**

Dated: 6/2/2020

Qualifications and HUB Subcontracting Plan  
Due Date: 6/30/2020 at 3:00 PM

# TABLE OF CONTENTS

SECTION I - GENERAL.....	<b>Error! Bookmark not defined.</b>
1) SCOPE:.....	<b>Error! Bookmark not defined.</b>
2) COST OF WORK: .....	<b>Error! Bookmark not defined.</b>
3) CONTRACT TERM: .....	<b>Error! Bookmark not defined.</b>
4) FUNDING: .....	4
5) AGENCY POINT OF CONTACT: .....	<b>Error! Bookmark not defined.</b>
6) DEFINITIONS.....	<b>Error! Bookmark not defined.</b>
SECTION II - PROJECT DESCRIPTION .....	<b>Error! Bookmark not defined.</b>
1) Project Description:.....	<b>Error! Bookmark not defined.</b>
2) Asbestos Abatement:.....	6
3) Third Party Testing:.....	<b>Error! Bookmark not defined.</b>
SECTION III - SCOPE OF WORK .....	<b>Error! Bookmark not defined.</b>
1) PART ONE:.....	<b>Error! Bookmark not defined.</b>
2) PART TWO: .....	<b>Error! Bookmark not defined.</b>
3) ESBG POSTING: .....	<b>Error! Bookmark not defined.</b>
4) SUBCONTRACTORS: .....	<b>Error! Bookmark not defined.</b>
5) SATISFACTORY UNDERSTANDING:.....	7
SECTION IV - SCHEDULE OF EVENTS, CONFERENCES, AND SITE VISITS.....	7
1) SCHEDULE OF EVENTS:.....	7
2) MANDATORY PRE-SUBMITTAL TELECONFERENCES: .....	<b>Error! Bookmark not defined.</b>
4) SITE VISIT:.....	<b>Error! Bookmark not defined.</b>
SECTION V - SUBMISSION REQUIREMENTS:.....	<b>Error! Bookmark not defined.</b>
1) BONFIRE SUBMISSION:.....	<b>Error! Bookmark not defined.</b>
2) STEP ONE REQUIRED DOCUMENTS: .....	8
3) STEP TWO REQUIRED DOCUMENTS:.....	<b>Error! Bookmark not defined.</b>
4) SUBMITTAL COSTS:.....	<b>Error! Bookmark not defined.</b>
5) STEP ONE CONTENTS: .....	<b>Error! Bookmark not defined.</b>
6) STEP TWO CONTENTS: .....	<b>Error! Bookmark not defined.</b>
7) INQUIRIES .....	<b>Error! Bookmark not defined.</b>

SECTION VI – SUBMITTAL SUBMISSION ..... 13

SECTION VII - EVALUATION AND AWARD .....**Error! Bookmark not defined.**

ATTACHMENT A - EXECUTION OF SUBMITTAL.....**Error! Bookmark not defined.**

ATTACHMENT B - CMR PROPOSAL FORM .....**Error! Bookmark not defined.**

ATTACHMENT C – CONTRACTOR’S QUALIFICATION FORM **Error! Bookmark not defined.**

ATTACHMENT D - HUB SUBCONTRACTING PLAN (Posted on the ESBD)..**Error! Bookmark not defined.**

ATTACHMENT E – PROJECT MANUAL (Posted on the ESBD)**Error! Bookmark not defined.**

ATTACHMENT F – NON-COLLUSION AFFIDAVIT .....**Error! Bookmark not defined.**

ATTACHMENT G - CMR SERVICE CONTRACT TEMPLATE (Posted on the ESBD) ..... **Error! Bookmark not defined.**

ATTACHMENT I – BONFIRE SUBMISSION INSTRUCTIONS ...**Error! Bookmark not defined.**

**REQUEST FOR QUALIFICATIONS**  
**RFQ #303-0-01686**  
**Construction Manager-at-Risk for Texas School for the Deaf 2020-2021 Deferred**  
**Maintenance, Classroom Expansion, and Traffic Circulation Improvement**  
**Project #20-008-8806, 20-016-8804, 20-017-8805**

**SECTION I - GENERAL**

1. **SCOPE:** In accordance with the provisions of Texas Government Code, Chapter 2269, Subchapter F, Construction Manager-at-Risk Method, and Rules and Procedures adopted by the Texas Facilities Commission (TFC), TFC is requesting qualifications for a Construction Manager-at-Risk (CMR) to correct deferred maintenance deficiencies, classroom expansion, and traffic circulation improvements for Texas School for the Deaf at 1102 South Congress Ave., Austin, Texas, 78704, hereinafter described as TFC Project #20-008-8806, 20-016-8804, 20-017-8805 (the Project). This Project will be administered by TFC. This procurement will be a two-step award process with a two-part work requirement.
  - A. Step One of the solicitation will include a submittal of company experience and qualifications focusing on projects of similar size and type. Respondents will be evaluated on experience and qualifications, as detailed in Section IV, Submittal Information.
  - B. Step Two of the solicitation will include only the highest ranked five or fewer Respondents from Step One who will be asked to provide pricing.
2. **COST OF WORK:** Respondents to the RFQ should consider the “Cost of Work as **Seven Million dollars (\$7,000,000)**, not including any Pre-construction Management fees, Construction Management fees, and Construction General Conditions, as part of the construction budget or the **Guaranteed Maximum Price (GMP)**).
3. **CONTRACT TERM:** Construction is required to commence within Fourteen (14) calendar days after the Notice to Proceed for Construction is issued. For planning purposes, the pre-construction time period is estimated to be Two Hundred Ten (210) calendar days. The construction contract period is projected for a term of Five Hundred Twenty (520) calendar days except as may be otherwise amended or negotiated.
4. **FUNDING:** 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 CMR Service Contract shall apply.
5. **AGENCY POINT OF CONTACT:** The contact listed below shall be the sole point of contact during this solicitation. Any discussions regarding this solicitation with other agency personnel or TFC contractors, or sub-contractors may be grounds for disqualification.
  - A. Purchaser Name: James Gonzalez, CTCD, CTCM
  - B. Purchaser Phone: 512-936-0647
  - C. Purchaser Email: [james.gonzalez@tfc.state.tx.us](mailto:james.gonzalez@tfc.state.tx.us)
6. **DEFINITIONS:**
  - A. Addendum: - A modification of the specifications issued by TFC.
  - B. Electronic State Business Daily (ESBD) – the designated website that state agencies, universities, and municipalities use to post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is <http://www.txsmartbuy.com/sp>  
*NOTE: YOU MUST USE GOOGLE CHROME WHEN NAVIGATING CPA WEBSITES*
  - C. Good Faith Effort: Effort required by vendors when completing the Attachment D, HUB Subcontracting Plan, which demonstrates the Respondent has completed one of the following for the planned subcontracting needs: A) Using strictly HUBs for all subcontracting needs, B) Meeting stated agency goal for HUB subcontracted needs using both HUB and Non-HUB vendors, C) 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, D) Self-Performing Contract (performing all work with own materials and labor), or E) Utilizing a Mentor Protégé relationship (a formal agreement that is recognized by the State of Texas Comptroller of Public Accounts. For a listing of Mentor Protégé agreements click on link: [http://esbd.cpa.state.tx.us/hubmenpro/menpro\\_pairs.cfm](http://esbd.cpa.state.tx.us/hubmenpro/menpro_pairs.cfm).

*NOTE: YOU MUST USE GOOGLE CHROME WHEN NAVIGATING CPA WEBSITES*

- D. Guaranteed Maximum Price (GMP): The maximum sum that TFC shall be responsible to pay for the completion of the Project.
- E. Historically Underutilized Business (HUB): – pursuant to TGC, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American, an American Woman, and/or a 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 proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- F. 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, Part 1, Subchapter D, §20.281- §20.298 of the Texas Administrative Code (TAC).
- G. Owner: The Texas Facilities Commission.
- H. Project Manager: The individual designated by the Owner authorized to represent the Owner during the performance of the contract.

## **SECTION II - PROJECT DESCRIPTION**

1. **PROJECT DESCRIPTION**: Provide Construction Manager-at-Risk services including Preconstruction and Construction Services for the Texas School for the Deaf (TSD). The aforementioned services include, but are not limited to, repairs, renovation and replacement of fire alarm and fire suppression systems; mechanical, electrical and plumbing systems; the landscape sprinkler system; building cladding; roof, gutter and storm drain piping systems; the lighting systems; structural systems; signage; site work and site utilities; communication systems; the electrical generator; the energy management systems, internal air quality improvements, and architectural finishes, which include, but not limited to, carpet/floor replacement, energy efficient residential window and lighting replacement.
  - A. The Texas School of the Deaf is the oldest public school in Texas that has been continually in operation. It is a secured 24/7, educational campus serving students from age zero through twenty-one, who are deaf or hard of hearing and who may have multiple disabilities. The campus has several residential dormitories to house students from across the State of Texas.
  - B. Pre-Construction: CMR shall provide the following, but is not limited to:
    - 1) CMR shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
    - 2) CMR shall schedule and conduct meetings with the A/E and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
    - 3) CMR shall advise the Owner and A/E on selection of materials, building systems and equipment.
    - 4) CMR shall also provide recommendations consistent with the Project requirements to the Owner and A/E on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but is not limited to, cost of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
    - 5) When project requirements have been sufficiently identified by TFC, A/E and CMR, the CMR shall prepare and periodically update a project schedule for the A/E's review and Owner's acceptance. The Project schedule shall coordinate and integrate CMR services, A/E services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. CMR will update the Project schedule and submit GMP proposal.

- 6) GMP shall be provided for A/E's review and Owner's approval. GMP proposal will follow requirements provided by Owner.
  - 7) CMR shall provide recommendations with regards to potential phased construction. CMR shall take into consideration cost reductions, cost information, and constructability. CMR will work with A/E during this process to produce optimum potential phasing plans for construction.
  - 8) Preliminary cost estimates shall include costs evaluations of alternative materials and systems as suggested by A/E or CMR.
  - 9) CMR shall develop bidders' interest in pursuing the Project.
  - 10) CMR shall prepare, for the A/E's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMR shall expedite and coordinate the ordering and delivery of such materials.
- C. During and post-construction: CMR shall provide the following, but not limited to:
- 1) Provide all permits, barricades, street closures, and coordination with the City as required for the performance of the work.
  - 2) Install fencing and/or covered overhead walkways as needed to delineate contractor's staging area and any potential pedestrian walking areas.
  - 3) Coordinate Schedule and Work with other Construction Manager/Contractors performing works on Campus.
  - 4) Coordinate with Owner, A/E, and testing consultants for, but not limited to, any testing requires to complete work and to obtain any energy rebates.
  - 5) Provide follow-up one-year warranty inspection.
2. **ASBESTOS ABATEMENT**: For the consideration of this RFQ, TFC is assessing any known asbestos materials in the existing facility to be abated prior to demolition and construction. Any asbestos abatement of the building is to be considered part of the construction contract and budget of this RFQ. Any required abatement will be either negotiated with the CMR awarded the contract or addressed by TFC separately.
  3. **THIRD PARTY TESTING**: TFC shall provide or contract with third party for Testing and Balancing Services, RAS Review, Commissioning, and Construction Materials Testing.

### **SECTION III - SCOPE OF WORK**

1. **PART ONE**: Collaborate with TFC and its Architects and Engineers (A/E), Parkhill, Smith and Cooper, during the completion of construction documents including, but not limited to Schematic Design, Design Development, 65%, and 90% Construction Documents review and comments at 100% completion of Construction Documents. The Respondent's expertise will be used to affect value engineering, establish a project schedule and ultimately determine the Guaranteed Maximum Price (GMP). The services include attending meetings, consultation of plan reviews, constructability reviews, and cost estimating.
2. **PART TWO**: In accordance with the approved schedule and GMP, Contractor shall facilitate bidding and selection of subcontractors in accordance with HUB requirements, and provide, secure and install all materials, labor, coordination, management and supervisory activities necessary to complete construction of the Project in accordance with the drawings, specifications and other contract documents that will be prepared by the A/E & TFC.
3. **ESBD POSTING**: Documents are available for review on the state of Texas Electronic State Business Daily (ESBD) at <http://www.txsmartbuy.com/sp>. Select 'Texas Facilities Commission - 303' from the **Agency Name** drop-down box and 'Posted' from the **Status** drop-down box.
4. **SUBCONTRACTORS**: Subcontractors providing services shall meet the same requirements and level of experience as required of the Respondent. No subcontract shall relieve the primary Respondent of responsibility for the service. If the Respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
  - A. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors on the Attachment D, HUB Subcontracting Plan.

- B. Subcontracting shall be at the Respondent's expense.
  - C. TFC retains the right to check a subcontractor's background and make a determination to approve or reject the use of submitted subcontractors.
  - D. The Respondent shall be the only contact for TFC and subcontractors. Respondent shall list a designated point of contact for all TFC and subcontractor inquiries.
5. **SATISFACTORY UNDERSTANDING:** Respondents will be held to have satisfactory understanding regarding all existing conditions and to have included in the proposal an amount sufficient to cover all work including permits, fees, etc.

**SECTION IV - SCHEDULE OF EVENTS, CONFERENCES, AND SITE VISITS**

1. **SCHEDULE OF EVENTS:** TFC reserves the right to change the dates shown below upon written notification.

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Day &amp; Time</u></b>
Issue RFQ	6/02/2020	
<b>Mandatory Pre-Submittal Tele-Conference (OR)</b>	<b>6/16/2020</b>	<b>Tuesday at 10:00 AM</b>
<b>Mandatory Pre-Submittal Tele-Conference</b>	<b>6/17/2020</b>	<b>Wednesday at 10:00 AM</b>
Deadline for Submission of Questions	6/23/2020	
<b>Deadline for Submission of Qualifications &amp; HSP</b>	<b>6/30/2020</b>	<b>Tuesday at 3:00 PM</b>
Notification of Short List Selection	7/09/2020	
<b>Deadline for Submission of Proposals</b>	<b>7/16/2020</b>	<b>Thursday at 3:00 PM</b>
Notification of Interview Selection	7/23/2020	
<b>Interviews</b>	<b>07/30/2020</b>	
Award by Commission	08/20/2020	
Execute Contract	09/10/2020	

2. **MANDATORY PRE-SUBMITTAL TELECONFERENCE:** Mandatory pre-submittal teleconferences will be scheduled on Tuesday, June 16, 2020 at 10:00 AM and Wednesday, June 17, 2020 at 10:00 AM. Respondents must have an employee of their firm register and participate in at least one (1) of the two (2) pre-submittal conferences. TFC shall reject qualifications submitted by firms that did not attend one of the mandatory pre-submittal teleconferences.

3. **Pre-Registration is required.**

Register in advance for the Tuesday, June 16 meeting with this link:

Registration URL: [https://zoom.us/meeting/register/tJUlce2rqDwjGND7InVWP8R3Yz\\_WBNltgffy](https://zoom.us/meeting/register/tJUlce2rqDwjGND7InVWP8R3Yz_WBNltgffy)

Register in advance for the Wednesday, June 17 meeting with this link:

Registration URL: [https://zoom.us/meeting/register/tJwlfuCurTwtGdA2mpnUsYBBEY\\_hhmqcz7x9](https://zoom.us/meeting/register/tJwlfuCurTwtGdA2mpnUsYBBEY_hhmqcz7x9)

After registering, you will receive a confirmation email containing information about joining the meeting.

4. **Site Visit:**

**Due to COVID-19, there will not be site visit at the Texas School for the Deaf.**

**SECTION V - SUBMISSION REQUIREMENTS**

1. **BONFIRE SUBMISSION:** TFC is using the eProcurement Bonfire Interactive. Respondents interested in submitting a response must register for a Bonfire account (No Charge). Proposals must be submitted through TFC's Bonfire Portal at: <http://tfcstate.bonfirehub.com> .

2. **STEP ONE REQUIRED DOCUMENTS:** The initial submittal is of qualifications only. Respondents shall submit their response through the TFC Bonfire portal link located in Item 2 of Attachment I – Bonfire Submission Instructions. Requested documentation includes.
  - A. Package 1: Non-scored Documentation
    - 1) Attachment A, Execution of Submittal;
    - 2) Acknowledgement of Addenda;
    - 3) Bid Bond
  - B. Package 2: HUB Subcontracting Plan
    - 1) Attachment D, HUB Subcontracting Plan;
  - C. Package 3: Scored Documentation
    - 1) Company Information;
    - 2) Attachment C, Contractor’s Qualification Form;
    - 3) Experience and Qualifications;
    - 4) Methodology; and
    - 5) Quality/Safety Programs & Safety Record.
    - 6) Litigation History Statement;
  - D. Organization: Package pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the submittal .
  - E. File format shall be as indicated in Attachment I – Bonfire Submission Instructions
3. **STEP TWO REQUIRED DOCUMENTS:** For the five or fewer Respondents chosen from Step One, Respondent shall submit one (1) original of the following:
  - A. Attachment B, CMR Proposal Form; and
  - B. Attachment F, Non-Collusion Affidavit.
4. **SUBMITTAL COSTS:** Respondents to this RFQ are responsible for all cost of submittal preparation and delivery.
5. **STEP ONE CONTENTS:** Below is a summary of required information. Submittals without this information will be evaluated accordingly. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The Attachment A, Execution of Submittal, the Attachment C, Contractor’s Qualification Form, the Attachment D, HUB Subcontracting Plan, and the Bid Bond shall be submitted with the response. Failure to do so shall result in disqualification.
  - A. **Company Information:** Including, but not limited to the following:
    - 1) Company description
    - 2) Ownership information
    - 3) Physical and Mailing addresses
    - 4) Other company locations/offices
    - 5) Primary Contact
    - 6) Office and mobile telephone number, and email address of company’s Primary Contact
    - 7) 11-Digit State of Texas Vendor Identification Number
  - B. **Relevant Experience and Qualifications: <40 pts.>**
    - 1) **Relevant Experience:**
      - a. Complete and submit the Attachment C, Contractor’s Qualification Form. The form can be obtained electronically at the TFC website:

Document #1, Index of Forms. Respondent should also provide free-form narrative that describes in detail any qualifications and other projects not enumerated on Attachment C, Contractor's Qualifications Form.

- b. Particularly indicate your firm's experience with the following:
- I. Performing work on a 24/7, secured, occupied campus with academic facilities and dormitories;
  - II. Institutional special needs facilities, including but not limited to hearing impair institution;
  - III. Phasing and coordination project with minimal disruption to building occupants and their academic program;
  - IV. Vehicles and buses parking lots;
  - V. Coordination with Owner's Consultants and third-party testing agents;
  - VI. Managing User Agency expectations as they relate to scope and schedule development;
  - VII. Managing a quality control and assurance program within a fast pace schedule;
  - VIII. Complex critical path schedules;
  - IX. Accurate construction cost estimation; and
  - X. Collaboration with Owner's Representatives, Client Agencies, Architects and Engineers on budget development and budget reconciliation processes.
- c. Demonstrate the Company's or Individual's relevant CMR experience to the size, budget amount, and type of work solicited in the RFQ.
- d. Names of top management and key employees and each person's duties. Include the background and experience of these key employees.
- e. Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the Project.

2) **Budget/Schedule Compliance:** On the Attachment C, Contractor's Qualifications Form, Contractor shall demonstrate their ability to meet schedule completion dates and maintain project budgets.

- a. **For the five (5) most relevant recently completed projects within the past five (5) years,** contractor shall demonstrate **experience in meeting completion date schedules** by providing the original construction duration and final construction duration on their last five projects. Provide the location of each project. Provide appropriate explanation on the causation when a variance of 5% or more is experienced.
- b. **For the same five (5) most relevant recently completed projects as above,** contractor shall demonstrate **experience in maintaining construction budgets** by providing the awarded budget and the final completion budget. Variances of 5% or more shall be explained for the causation in exceeding the stated awarded budget.

3) **Minimum Qualifications:**

- a. Out of State contractors doing business in Texas shall have a Certificate of Authority to do business in Texas. A copy of the certificate shall be submitted with the submittal.
- b. Negative responses from Owners and A/E firms that are familiar with contractor's performance, depending on problems encountered, may be grounds for disqualification.

C. **Methodology:** <30 pts.>

- 1) **Proposed Methodology:** A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the

requirements of the RFQ Scope of Work into a realized and finished project. This shall include, but not be limited to:

- a. Processes and techniques used to understand the Statement of Work;
- b. Problem solving;
- c. Value engineering;
- d. Maintaining budgets;
- e. Maintaining schedules;
- f. Staff sizing and roles;
- g. Company workload in proportion to the Project outlined in the Statement of Work;
- h. Coordination of work with subcontractors and/or consultants, including a description of how subcontractors or consultants are vetted and pricing reviewed;
- i. Coordination with Owner and third-party consultants/testing agents;
- j. Coordination of work in a 24-hours operational, secured and occupied campus with dormitories;
- k. Coordination of work to ensure security and safety of students, faculties and staffs during construction period;
- l. Review and determine constructability and cost estimate;
- m. Description of how estimating, bidding, and working on various design packages will be coordinated and implemented;
- n. Description of your comprehensive subcontractor engagement throughout the life of the project.; and
- o. Transportation to site with limited access and parking.

**D. Quality Control Program & Safety Program: <10 pts.>**

Respondent shall describe how it plans to tailor its quality control and its quality assurance process to this project.

- 1) **Quality Assurance:** The Respondent shall provide a description of the firm's quality assurance processes and program, and the name and job title of the person in the organization who oversees said program.
- 2) **Quality Control:** Vendor shall describe its quality requirements and means of measurement. Provide process flow charts on how quality is maintained and achieved. The Respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety and schedule. TFC reserves the right to require a copy of the Quality Control Manual, which, if awarded, may become an exhibit to the contract.
- 3) **Safety Program and Safety Record:**
  - a. Safety Program:
    - I. Indicate the name and job title of the person in your organization who manages your safety program.
    - II. Provide a description of your firm's safety program.
    - III. TFC reserves the right to require a copy of your safety manual if your firm's proposal is scored within the highest range of proposals, which will become a Contract Document after award.
  - b. Contractor's Safety Record:

- I. Provide the company's workers' compensation experience modification rate (EMR) for the last five years as part of the submittal. This shall be submitted in your response on your insurance carrier's letterhead.

E. **Litigation:** <Pass/Fail>

- 1) Provide details of all past or pending litigation or claims filed against Respondent that may affect performance under a contract with TFC.
- 2) Respondents involved in litigation, depending upon the circumstances, may be disqualified.

F. **Attachment A, Execution of Submittal:** Failure to sign and return the Execution of Submittal with the response shall result in rejection of the response.

G. **Acknowledgement of Addenda:** Receipt of all addenda to this RFQ shall be acknowledged by returning a signed copy of the signature page of each addendum with the response. It is the responsibility of interested parties to periodically check the ESD for updates to the procurement prior to submitting qualifications. Respondent's failure to periodically check the ESD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFQ.

H. **Bid Bond:**

- 1) Respondents shall submit an electronic bid bond and associated Power of Attorney for the Texas Facilities Commission in the sum of \$25,000.00. No other form of security will be accepted. The Bid Bond submitted by the awarded vendor will be held until GMP is accepted by TFC, and Performance and Payment Bonds subsequently received and approved.
- 2) 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.
- 3) 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.

I. **Insurance Requirements for CMRs:** The insurance requirements, located in the Attachment G, CMR Service Contract Template, shall be reviewed by an agent of your insurance company prior to submitting a response. **Upon acceptance of the high scorer's negotiated proposed pricing, the insurance requirements shall be met by providing the Certificates of Insurance (COIs) and the corresponding policy endorsements.**

J. **Attachment D, HUB Subcontracting Plan:** Submittal Requirements: In accordance with the Texas Government Code (TGC), Sections 2161.181-182 and Title 34, Part 1, Chapter 20, Subchapter D, §20.281- §20.298 of the Texas Administrative Code (TAC), the TFC shall make a Good Faith Effort to utilize HUBs in contracts for general services, construction services, professional and consulting services, and commodities contracts. Failure to complete and return the Attachment D, HUB Subcontracting Plan shall result in rejection of the response. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following HUB utilization goals as specified in 34 TAC § 20.284:

- 11.2% for heavy construction other than building contracts,
- **21.1% for all building construction,**
- 32.9% for all special trade construction contracts,
- 23.7% for professional services contracts,
- 26.0% for all other services contracts, and
- 21.1% for commodities contracts.

**Statement of Probability:** TFC has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Submittal. The awarded Respondent shall develop and administer an HSP as a part of the Respondent's Contract.

- 1) As mandated by 34 TAC § 20.285 Respondents must submit an Attachment D, HSP that identifies all subcontracting items and complies with good faith effort requirements of the

Attachment D, HSP, and in accordance with the Comptroller of Public Accounts HUB rules 34 TAC §20.285 (d).

- 2) Pursuant to TGC § 2161.252(B), the Texas Facilities Commission shall reject any response that does not include a fully completed HSP. An incomplete HSP is considered a material failure to comply with the solicitation requirements.
  - 3) The HSP shall become a provision of the contract between the awarded Respondent and TFC. The awarded Respondent can only change the HSP if (a) the Respondent complies with 34 TAC Section 20.285; (b) the Respondent provides its proposed changes to TFC for review; (c) TFC approves the Respondent's proposed changes to its HSP; and (d) TFC and the Respondent amends their contract by submitting a revised HUB Subcontracting Plan containing the changes approved by TFC.
  - 4) If TFC determines that the Respondent failed to implement the HSP in good faith, TFC, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.285, (g) (5).
  - 5) HUB subcontracting opportunities may be available in the following commodity class/item codes and descriptions: The list below contains the 'Class' (three-digit) and 'Item' (two-digit) codes of potential subcontracting trades for this solicitation. These codes are defined by the National Institute of Governmental Purchasing (NIGP). A complete listing of all NIGP Class & Item Codes can be found at:  
[https://cmlreg.cpa.state.tx.us/commodity\\_book/Numeric\\_index.cfm](https://cmlreg.cpa.state.tx.us/commodity_book/Numeric_index.cfm)
  - 6) **The Attachment D, HUB Subcontracting Plan submitted with the initial response to this RFQ solely addresses the Part One pre-construction collaborative phase of the scope of work. A revised Attachment D, HUB Subcontracting Plan shall be submitted by the awarded Respondent prior to Part Two construction.**
  - 7) If assistance is needed in preparing the HUB Subcontracting Plan, potential Respondents may contact Yolanda Strey by email at [HUB@tfc.state.tx.us](mailto:HUB@tfc.state.tx.us)
  - 8) **Prior to soliciting bids in preparation for GMP, the CMR shall coordinate with the TFC HUB Coordinator to schedule a "Meet the Prime" event in order to promote outreach to HUBs for subcontracting opportunities.**
  - 9) Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HSP-PAR compliance monitoring through a HUB Compliance Reporting System commonly known as B2G. The successful Respondent and any subcontractors must submit required PAR information into the B2G system. Any delay in the timely submission of PAR information into the B2G system will be treated as an invoicing error subject to dispute under Tx. Gov't Code Section 2251.042.
6. **STEP TWO CONTENTS:** Step Two only applies to the five or fewer Respondents chosen from the Step One qualification evaluation. Below is a summary of required information. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The Attachment B, CMR Proposal Form and the Attachment F, Non-Collusion Affidavit shall be submitted upon request; failure to do so shall result in disqualification.
- A. **Attachment B, CMR Proposal Form:** This form must be completed and returned. Respondents may not add qualifications, conditions or exceptions to the proposal. Any such representation by the Respondent may be cause for rejection of the proposal, at the full and sole discretion of TFC.
- 1) **The Offer:** The offer (as more fully set forth in the Attachment B, CMR Proposal Form,) shall be comprised of three components listed below. Only components 6.A.1).b and 6.A.1).c. listed below are utilized in computing the possible twenty (20) points for compensation and fees.
    - a. A Pre-Construction Management Not-to-Exceed fee for collaboration with TFC and its A/E during the pre-construction phase described in Section III Scope of Work, par. 1 Part 1. This pricing component will be negotiated with the Respondent evaluated as the highest scoring firm. If a cost cannot be agreed upon, the negotiations will be formally terminated and TFC will attempt to negotiate an agreement with the next firm in order of scoring until an agreement is reached or the list is exhausted, upon which the solicitation will be cancelled and may be re-issued.

- b. A Construction Management Fee as a percentage of the estimated Cost of Work. Such fee shall represent overhead and profit.
      - c. A Not-to-Exceed fee for Construction General Conditions.
    - 2) **Construction Time:** Construction time is estimated at Five Hundred Twenty (520) calendar days.
    - 3) **Submittal Duration:** If TFC has not made an award 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 responses will be honored after this ninety (90) day period.
  - B. **Attachment F, Non-Collusion Affidavit:** The Attachment F, Non-Collusion Affidavit must be enclosed with the proposal. The Attachment F, Non-Collusion Affidavit form can be obtained electronically at the following link, 'Forms Index', Document #4, <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>
7. **INQUIRIES:**
- A. All inquiries shall be submitted in writing to purchaser identified above.
  - B. All inquiries submitted by email shall be in an editable format, i.e. typed in an email or submitted in Microsoft Word, as opposed to an un-editable format such as picture or scanned document.
  - C. All inquiries will result in written responses with copies posted to the ESBD at: <http://www.txsmartbuy.com/sp>. If Respondents do not have internet access, copies may be obtained through the point of contact listed above.
  - D. Any Respondents finding discrepancies between the provided documents, or in doubt as to their exact meaning, shall notify TFC at once. TFC may then, as an option, issue addenda clarifying the same. TFC is not responsible for oral instructions or for misinterpretation of the drawings and specifications.
  - E. Upon issuance of this RFQ, beside written inquiries as described above, other employees and representatives of TFC will not answer questions or otherwise discuss the contents of the RFQ with any potential vendor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for conducting business unrelated to this solicitation.

## **SECTION VI – SUBMITTAL SUBMISSION**

1. Submittals shall be uploaded via the Bonfire link in Attachment I – Bonfire Submittal Instructions prior to 3:00 PM on the date specified in the Schedule of Events above. In order to ensure that all documents are submitted before the deadline, allow enough time to upload the documents into the Portal.
2. Follow the submittal instructions specified in the Attachment I – Bonfire Submittal Instructions.
3. Facsimile and email submittals are not acceptable responses to the RFQ.
4. Respondents having difficulty using the Bonfire portal should contact the support number contained in the Attachment I – Bonfire Submittal Instructions. If unable to upload the documents to the Bonfire Portal, contact the Purchaser prior to the deadline to make alternate arrangements. Failure to contact the Purchaser prior to the deadline will result in deeming submittal non-responsive or late.
5. TFC will not consider any submittal that bears a copyright. As a state agency, TFC will strictly adhere to the requirements of Chapter 552 of the TGC (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 electronic copy, Respondent should mark the medium 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. **Do not mark your entire proposal as “CONFIDENTIAL.”**

## **SECTION VII - EVALUATION AND AWARD**

1. The intent of TFC is to award a contract to the vendor whose qualifications and pricing are considered to be ‘best value’ to the state. When considering ‘best value’ and award, the Owner reserves the right to set a minimum requirement regarding the criteria listed below.
2. An evaluation committee will be established to evaluate submittals. The committee will include employees of TFC and may include other impartial individuals who are not TFC employees. By submitting qualifications in response to this RFQ, Respondent accepts the solicitation and evaluation process, and acknowledges and accepts that scoring of the qualifications may involve some subjective judgments by the evaluation committee. The evaluation committee will evaluate and score each submittal based on the following criteria:

<b>A. <u>Step 1 Criteria</u></b>		<b><u>Weight</u></b>
1) Experience and Qualifications		40%
2) Methodology and Budget/Schedule Compliance		30%
3) Quality/Safety Programs & Safety Record		10%
4) Litigation History		Pass/Fail
5) HUB Subcontracting Plan		Pass/Fail
<b>TOTAL</b>		<b>80%</b>
<b>B. <u>Step 2 Criteria</u></b>		<b><u>Weight</u></b>
1) Compensation and Fees		20%
2) (CM Fee + Construction General Conditions)		
3) <u>Step 1 Criteria</u>		<b>80%</b>
<b>TOTAL</b>		<b>100%</b>

3. The evaluation committee may conduct an interview of the finalist(s) to make a determination for award recommendation. Scoring of the interview shall replace the scoring of the Step One criteria listed above. The following will be expected during an interview:
  - A. One hour is allocated for the interview.
  - B. Attendance by team members assigned to the Project to represent themselves as to their relevant experience and proposed involvement in the Project. Representation by the Project Manager and the Superintendent is a critical component of the interview.
  - C. Agenda questions for the interview will be provided by TFC requiring an elaboration of company relevant experience and qualifications, proposed methodology, and quality and safety programs.
4. Giving priority in order of the ranking determined by the scores, TFC will undertake to negotiate an agreement with the Respondent which is evaluated as the highest scoring, deemed the best value to the State. The Evaluation Committee will determine if price negotiations are necessary and may negotiate final pricing per TGC, Chapter 2269, Subchapter D, §2269.254 (b), (c). If an agreement cannot be negotiated, the negotiations will be formally terminated and TFC will attempt to negotiate an agreement with the next Respondent in order of scoring until an agreement is reached or the list is exhausted, upon which the solicitation will be cancelled and may be re-issued.

5. 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, the Vendor Performance Tracking System (available at <http://www.txsmartbuy.com/vpts>). 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.
6. Right to Audit: Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TFC, or any successor agency to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awarded.
7. Protests shall be governed by TAC Title 1, Administration, Part 5 Texas Facilities Commission, Chapter 111 Administration, Subchapter C Complaints and Dispute Resolution, §111.32 Protests/Dispute Resolution/Hearings.
8. Order of Precedence: In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
  - A. Signed Contract,
  - B. Attachments to the Contract,
  - C. Request for Qualifications, and
  - D. Respondent's Response to Request for Qualifications.

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## **ATTACHMENT A - EXECUTION OF SUBMITTAL**

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR SUBMITTAL. FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE SUBMITTAL.**

**By signature hereon, the Respondent certifies that:**

1. Provided the Step Two proposal is accepted, the Respondent, signature herein, agrees to execute the **Attachment G, CMR Service Contract Template** and obtain and furnish the required insurance certificates and surety bonds 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 or provide the surety bonds within ten (10) days as required by the contract, TFC may retain as forfeit the enclosed Certified Check, Cashier's Check or Bid Bond in the sum of \$25,000 and disqualify awarded Respondent and proceed with the next ranked Respondent, and so on as provided by statute.
2. **False Statements**: Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
3. **Buy Texas Affirmation**: In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
4. **Dealings with Public Servants Affirmation**: Contractor certifies that it will comply with all applicable laws at all times, including, without limitation, the following (i) §36.02 of the Texas Penal Code, which prohibits bribery; and (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. Respondent 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.
5. **Antitrust Affirmation**: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
6. **Texas Bidder Affirmation**: Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
7. **Financial Participation Prohibited**: Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
8. **Executive Head of a State Agency Affirmation**: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the TFC (2) a person who at any time during the four years before the date of the contract was the executive head of the TFC, or (3) a person who employs a current or former executive head of the TFC.
9. **Contracts with Former or Retired Agency Employees**: Pursuant to Section 2252.901, Texas

Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of TFC to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment from TFC.

10. **Employment Restrictions for Former Employees:** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of TFC who during the period of state service or employment participated on behalf of TFC in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with TFC ceased.
11. **Foreign Terrorist Organizations:** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
12. **Human Trafficking Prohibition:** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response 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.
13. **Prior Disaster Relief Contract Violation:** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response 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.
14. **Fraud, Waste, or Abuse:** Respondent understands that TFC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the TFC Office of Internal Audit at 1-512-463-1069 and the State Auditor's Office at 1-800-TX-AUDIT(892-8438).
15. **Deceptive Trade Practices:** Unfair Business Practices: Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
16. **Public Information Act:** Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, 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.
17. **Employment of Lobbyist:** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government

Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

18. **Disclosure of Interested Parties:** Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Execution of Submittal apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation. Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
19. **Debts and Delinquencies Affirmation:** Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
20. **Texas Corporate Franchise Tax Certification:** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
21. **Contracting Information Responsibilities:** In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TFC for the duration of the contract, (2) promptly provide to the TFC any contracting information related to the contract that is in the custody or possession of the Respondent on request of the TFC, and (3) on termination or expiration of the contract, either provide at no cost to the TFC all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TFC. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
22. **Cybersecurity Training:** If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the TFC pursuant to and in accordance with Section 2054.5192 of the Government Code.
23. **Disaster Recovery Plan:** Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
24. **Excluded Parties:** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
25. **Suspension and Debarment:** Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>. Prior to awarding state funds for goods and/or services rendered, TFC 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.
26. **E-Verify Program:** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
  - a) all persons employed by Respondent to perform duties within Texas; and
  - b) all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

27. **Excess Obligations Prohibited:** Respondent understands that all obligations of TFC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by TFC.
28. **Child Support Obligation Affirmation:** Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names of each person with at least 25% ownership of the business entity submitting the Response. If selected for 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 or more:

Name: _____	Name: _____
Name: _____	Name: _____

29. **Entities that Boycott Israel:** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; 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.
30. **Damage to Government Property:** In the event of loss, destruction or damage to any TFC or State of Texas property by Respondent or Respondent's employees, agents, subcontractors, and suppliers, Respondent shall be liable to TFC and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Respondent will reimburse TFC and the State of Texas for such property damage within ten (10) calendar days after Respondent's receipt of TFC's notice of amount due.
31. **Change in Law and Compliance with Laws:** Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Respondent agrees to maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this solicitation. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
32. **No Conflicts of Interest:** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to TFC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety, or if so, Respondent has disclosed in writing to TFC all existing or potential conflicts of interest relative to the performance of the contract. Any existing or potential conflicts of interest shall be disclosed and attached to this Execution of Proposal.
33. **Terms and Conditions Attached to Response:** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

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34. **Signature Authority:** By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

**RESPECTFULLY SUBMITTED:**

Legal Entity Name:

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Authorized Signature:

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Printed Name and Title:

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Telephone:

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Respondent's Corporate Charter No.:

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

**ATTACHMENT B - CMR PROPOSAL FORM**  
**(Submitted at Step 2 by Selected Respondents Only)**

1.	Legal Entity Name:	
	Address:	
	City, State Zip:	
2.	Project Number:	20-008-8806. 20-016,8804, 20-017-8805
	Project Title:	TSD 20-21 DM Campus Wide
	Using Agency:	Texas School for the Deaf
	Project Location:	1102 South Congress Avenue, Austin, TX 78704
Having carefully examined the RFQ and solicitation documents, proposal Attachments as well as the premises and conditions affecting the work, as prepared by TFC, we hereby propose to complete the work for the following amounts:		
3.	Pre-Construction Management Fee for a Not-to-Exceed fee in collaborating with TFC and A/E during design phases:	\$ To be negotiated with the Respondent evaluated as the highest scoring firm
4.	Construction Management Fee as a PERCENTAGE FEE OF THE Cost of Work for construction (CMR's overhead and profit). For purposes of this RFQ solicitation only, use <b>Seven Million dollars (\$7,000,000) as the Cost of Work:</b>	%
5.	Not to Exceed Fee for Construction General Conditions: General Conditions shall include the following for the duration of the Project: <ul style="list-style-type: none"> <li>• Bonds and Insurance</li> <li>• Project Management / Supervisory / Support / Administrative Support (Both office and field)</li> <li>• Temporary Field Offices / Facilities / Storage (including equipment, materials, and temporary utilities)</li> <li>• Background Checks / Employee I.D.s</li> <li>• Health and Safety</li> <li>• Construction Documentation</li> <li>• Transportation</li> <li>• Parking</li> <li>• Temporary Barriers, Signage, and Controls</li> <li>• Cleaning and Waste Disposal</li> </ul>	\$

**Base Time:** The Respondent, by the signature of their authorized representative below, further agrees that, if awarded the contract, and upon the completion of the contract documents, the work will be substantially complete within Seven Hundred Thirty (730) calendar days following the date of a Construction Notice to Proceed.

**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 person signing this proposal is an authorized person to sign for and legally bind the corporation.

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**ATTACHMENT C**

**Contractor's Qualification Form**

Obtain a copy at the following website, Construction Contracts Item #1 at TFC website link below

**ATTACHMENT D**

**HUB Subcontracting Plan**

(Posted on the ESBD)

For electronic completion (RECOMMENDED) click here:  
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

**ATTACHMENT E**

**Project Manual**

(Posted on the ESBD)

**ATTACHMENT F**

**Non-Collusion Affidavit**

Obtain a copy at the following website, Construction Contracts Item #3 at TFC website link below

**ATTACHMENT G**

**CMR Service Contract Template**

(Posted on the ESBD)

TFC website link: <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>

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**ATTACHMENT I - BONFIRE SUBMISSION INSTRUCTIONS**

Submittal Instructions for RFQ #303-0-01686

Title: RFQ for CMR for TSD DM, Classroom Expansion, and Traffic Improvements

Opening Date: 06/30/2020 @ 3:00 PM

Please follow these instructions to submit your submittal.

**1. Prepare your submission materials:**

**Requested Information**

Locked	Name	Type	# Files	Requirement
False	Package 1 - Non-scored Documentation	File Type: PDF (.pdf)	Multiple	Required
False	Package 2 - HUB Subcontracting Plan	File Type: PDF (.pdf)	Multiple	Required
False	Package 3 - Scored Documentation	File Type: PDF (.pdf)	Multiple	Required

**Commodity Codes**

Commodity Set	Commodity Code	Title	Description
NIGP	909	Building Construction Services, New (Incl. Maintenance And Repair Services)	
NIGP	914	Construction Services, Trade (New Construction)	
NIGP	90922	Building Construction, Non-Residential (Office Bldg., etc.)	

Commodity Set	Commodity Code	Title	Description
NIGP	90924	Building Construction, Commercial and Institutional	
NIGP	90961	Maintenance and Repair, Non-Residential Building	
NIGP	90963	Maintenance and Repair, Commercial and Institutional Building	
NIGP	91438	Electrical	
NIGP	91450	Heating, Ventilating and Air Conditioning (HVAC)	
NIGP	91473	Roofing and Siding	

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### 2. Upload your submission at:

<https://tfcstate.bonfirehub.com/opportunities/28088>

The Q&A period for this opportunity starts Jun 02, 2020 3:00 PM CDT. The Q&A period for this opportunity ends Jun 23, 2020 5:00 PM CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of Jun 30, 2020 3:00 PM CDT. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox.  
Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

Texas Facilities Commission uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>