



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

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER-AT-RISK
FOR
Deferred Maintenance for DSHS Multiple
Building Project**

PROJECT #20-013-5485

RFQ #303-0-01774

Dated: 5/18/2020

Qualifications and HUB Subcontracting Plan
Due Date: 6/17/2020 3:00 PM

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REQUEST FOR QUALIFICATIONS
Construction Manager-at-Risk for Deferred Maintenance
for DSHS Multiple Building Project
RFQ # 303-0-01774
Project #20-013-5485

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 provide but not limited to Mechanical, Electrical and Plumbing (MEP) systems renovation/repairs, equipment replacement and new installations at the Dr. Bob Glazer Laboratory (DBGL) Building in Austin, Texas. It will address DBGL building envelope water intrusion, roof replacement, site drainage and sitework improvements. Project expands Dept. Health New Plant (DHNP) supporting the DBGL, constructs new Hazardous Material Storage Building (DHH) and provides new roofs to Buildings F, Building K, Robert Bernstein Building (RBB) hereinafter described as TFC Project #20-013-5485 (the Project). This Project will be administered by TFC. This procurement will be a two-step award process with a two-part work requirement.
 - 1.1. 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.
 - 1.2. 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 Thirty Million, Eight Hundred Twenty-One Thousand, Eight Hundred Fifty-Two **dollars (\$30,821,852.00)**, 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 Forty (240) calendar days. The construction contract period is projected for a term of Eight Hundred Fifty-Five (855) calendar days except as may be otherwise amended or negotiated. 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.
4. **DEFINITIONS:**
 - 4.1. Addendum: - A modification of the specifications issued by TFC.
 - 4.2. 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
 - 4.3. 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.

NOTE: YOU MUST USE GOOGLE CHROME WHEN NAVIGATING CPA WEBSITES

- 4.4. Historically Underutilized Business (HUB): – pursuant to Texas Government Code (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.
- 4.5. HUB Subcontracting Plan (HSP): The Historically Underutilized Business (HUB) Subcontracting Plan (HSP) required by TGC Chapter 2161 and by Title 34, Chapter 20, Part 1, Subchapter D, §20.281- §20.298 of the Texas Administrative Code (TAC).
- 4.6. Owner: The Texas Facilities Commission.
- 4.7. Project Manager: The individual designated by the Owner authorized to represent the Owner during the performance of the contract.

SECTION II **PROJECT DESCRIPTION**

1. This jointly funded TFC Deferred Maintenance (DM) and Department of State Health Services (DSHS) project will address but not be limited to MEP systems renovation/repairs, equipment replacement and new installations at the DBGL Building and surrounding buildings in Austin, Texas. It will address DBGL building envelope water intrusion, roof replacement, site drainage and sitework improvements. Project expands Dept. Health New Plant (DHNP) supporting the DBGL, constructs new Hazardous Material Storage Building (DHH) and provides new roofs to Building F, Building K, and Robert Bernstein Building (RBB).
2. Pre-Construction: CMR shall provide the following, but is not limited to:
 - 2.1 A preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
 - 2.2 Schedule and conduct meetings with the Architect/Engineer (A/E) and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
 - 2.3 Attend Coordination Meetings with DSHS Staff and TFC to get their input and communicate construction planning and scheduling. Communicate with DSHS and TFC Staff as necessary to keep them informed of upcoming events, testing, shutdowns, etc.
 - 2.4 Advise the Owner and A/E on selection of materials, building systems and equipment.
 - 2.5 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.
 - 2.6 When project requirements have been sufficiently identified, 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 with each GMP proposal.
 - 2.7 Each GMP proposal shall be provided for A/E's review and Owner's approval. GMP proposal will follow requirements provided by Owner.

- 2.8 CMR shall provide recommendations regarding potential phased construction. CMR shall take into consideration cost reductions, cost information, scheduling around DBGL operations and constructability. CMR will work with A/E during this process to produce optimum potential phasing plans for each GMP proposal released for construction.
- 2.9 Preliminary cost estimates shall include costs evaluations of alternative materials and systems as suggested by A/E or CMR.
- 2.10 CMR shall develop bidders' interest in the Project.
- 2.11 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.
3. During Construction and Post-Construction: CMR shall provide the following, but not be limited to:
- 3.1 Provide all permits, barricades, street closures, and coordination with the City as required for the performance of the work.
- 3.2 Attend Coordination Meetings with DSHS Staff and TFC to get their input and communicate construction planning and scheduling. Daily communicate with DSHS and TFC Staff as necessary to keep them informed of upcoming events. Submit a minimum of 5 days advance Shutdown Notices and Work Requests to TFC and DSHS so that proper approvals and arrangements can be made to accommodate the shutdown.
- 3.3 Install fencing and/or covered walkways as needed to delineate contractor's work area and any potential pedestrian walking areas.
- 3.4 Coordinate with Owner, A/E, and testing consultants for, but not limited to, any testing required to complete work and to obtain any energy rebates.
- 3.5 Provide follow-up one-year warranty inspection.
4. Any asbestos abatement on the project is to be considered part of the construction contract and budget of this RFQ. Any required abatement will be negotiated with the CMR awarded the contract.
5. 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), Tom Green and Company Engineers (TGCE), during the completion of each construction document package or GMP proposal including Schematic Design, Design Development, 65% construction documents, 95% 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 proposal, CMR shall facilitate bidding and selection of subcontractors in accordance with HUB requirements, and provide and/or 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:
 - 4.1. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors on the Attachment D, HUB Subcontracting Plan.
 - 4.2. Subcontracting shall be at the Respondent's expense.
 - 4.3. TFC retains the right to check a subcontractor's background and make a determination to approve or reject the use of submitted subcontractors.
 - 4.4. 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. 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
SUBMITTAL INFORMATION

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

<u>Event</u>	<u>Date</u>	<u>Day & Time</u>
Issue RFQ	5/18/2020	
Mandatory Pre-Submittal Conference (OR)	6/02/2020	Tuesday @ 10:00 AM
Mandatory Pre-Submittal Conference	6/03/2020	Wednesday @ 10:00 AM
Deadline for Submission of Questions	6/10/2020	
Deadline for Submission of Qualifications & HSP	6/17/2020	Wednesday @ 3:00 PM
Notification of Short List Selection	6/26/2020	
Tour Buildings (if separate from pre-submittal conferences)	7/01/2020	
Deadline for Submission of Proposals/Opening	7/08/2020	Day # 3:00 PM
Notification of Interview Selection	7/15/2020	
Interviews	7/22/2020	
Award by Commission	8/20/2020	
Execute Contract	9/01/2020	

2. **MANDATORY PRE-SUBMITTAL TELECONFERENCE:** Mandatory pre-submittal teleconferences will be scheduled on Tuesday, June 2, 2020 at 10:00 AM and Wednesday, June 3, 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 register to participate in one of the mandatory pre-submittal teleconferences.

Pre-Registration is required.

Register in advance for the Tuesday, June 2 meeting with this link:

Registration URL: <https://zoom.us/meeting/register/tJkdeCoqD0rH925Hdscqv4sxGlwdiFvg9ie>

Register in advance for the Wednesday, June 3 meeting with this link:

Registration URL: <https://zoom.us/meeting/register/tJclfuqsrz4uGdYRgZv8-Lyq9MNO7Cmpzfs2>

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

Site Visit:

TFC reserves the right to conduct a walk-thru/site visit with the short-listed firms on July 1, 2020. Short-listed firms will be notified on time and location for the walk-thru.

3. SUBMISSION REQUIREMENTS:

3.1. Submission:

- A. **Step One:** The initial submittal is of qualifications only. Respondents shall submit their response through the TFC Bonfire portal link located in Item 2 of Attachment L – RFQ Submittal Instructions. The format shall be Adobe Acrobat version 9.0 or higher. Respondents to this RFQ are responsible for all costs of submittal preparation.

Submittal shall consist of the following:

1. Attachment A, Execution of Submittal;
 2. Attachment D, HUB Subcontracting Plan;
 3. Acknowledgement of Addenda;
 4. Bid Bond;
 5. Litigation History Statement;
 6. Evaluation Package, which shall consist of the following items:
 - a. Company Information;
 - b. Attachment C, Contractor's Qualification Form;
 - c. Experience and Qualifications;
 - d. Methodology; and
 - e. Quality/Safety Programs & Safety Record.
 - f. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the RFQ.
- B. **Step Two:** For the five or fewer Respondents chosen from Step One, Respondent shall submit one (1) original of the following:
1. Attachment B, CMR Proposal Form; and
 2. Attachment F, Non-Collusion Affidavit.

3.2. **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 D, HUB Subcontracting Plan, and the Bid Bond shall be returned 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: <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/> 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 working within an occupied and operating Lab Building on deferred maintenance and renovation projects. Also, indicate your firm's experience and project examples with the following:
 1. Renovations to mechanical systems and power systems in secured, occupied and operating Lab Building, Afterhours work in BSL-3 Lab areas, mainly for controls upgrades.
 2. Performing construction activities in secured and occupied multi-story buildings,
 3. Coordination with Owner(s), A/E, and third-party testing agents to include, but not limited to constructability, sequencing, scheduling,
 4. Project budgeting from pre-construction through close-out,
 5. Architectural and civil renovations in and around an occupied building
 6. Shutdowns and short construction timeframes to perform large mechanical, electrical, and plumbing system renovations and replacement. Afterhours and weekend changeouts.
 7. Accurate cost and schedule estimation, including value engineering
 8. Preparing and executing construction moving and phasing plans
 9. Previous collaboration between proposed team members and
 10. Provide examples of these past projects.
- c. Names of top management and key employees and each person's duties. Include the background and experience of these key employees. 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; and
- h. Coordination with Owner and third-party consultants/testing agents.
- i. Coordination of work with subcontractors and/or consultants.
- j. Coordination of renovations to mechanical systems and power systems in secured, occupied and operating Lab Building, Afterhours work in BSL-3 Lab areas, mainly for controls upgrades.
- k. Coordination of shutdowns and short construction timeframes to perform large mechanical, electrical, and plumbing system renovations and replacement. Afterhours and weekend changeouts.
- l. Review and determine constructability and cost estimates

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

- 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 Contractor's Safety Record:** 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. Also, indicate the name and job title of the person in your organization who manages your safety program. Provide a description of your firm's safety program. 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.

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. Bid Bond: Submittals shall be accompanied by a legible electronic copy of a bid bond in the sum of \$25,000.00 and an associated Power of Attorney. 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.

- 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.
- H. **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.**
- I. **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://cmbireg.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
 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.
- 3.3. **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 3.3.A.1.b and 3.3.A.1.c listed below are utilized in computing the possible fifty (50) 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.
 - B. **Construction Time:** Construction time is estimated at Eight Hundred Fifty-Five (855) calendar days.
 - C. **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.
 - D. **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/>
- 3.4. **Inquiries:**
- A. All inquiries shall be submitted in writing to James Gonzalez by email to: james.gonzalez@tfc.state.tx.us
 - B. 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.

- 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.

3.5. **Solicitation Submission:**

- A. Submittals shall be uploaded via the Bonfire link in Attachment H – RFQ Submittal Instructions prior to 3:00 PM Central Time on the date specified in the Schedule of Events. In order to ensure that all documents are submitted before the deadline, allow enough time to upload the documents into the portal. Follow the submittal instructions specified in Attachment L – RFQ Submittal Instructions. Facsimile and email submittals **are not** acceptable responses to this RFQ.
- B. Only the names of the Respondents will be made public after the opening. Tabulations will not be divulged until after contract award.
- C. All submittals shall become the property of the State of Texas after the deadline/opening date.
- D. Submittal shall constitute an offer for a period of ninety (90) days or until selection is made by TFC.
- E. 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.**"**

4. **EVALUATION AND AWARD**

- 4.1. 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.
- 4.2. 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:

<u>Step 1 Criteria</u>	<u>Weight</u>
• Experience and Qualifications	40%
• Methodology and Budget/Schedule Compliance	30%
• Quality/Safety Programs & Safety Record	10%
	80%
• Litigation History	Pass/Fail
<u>Step 2 Criteria</u>	<u>Weight</u>
• Compensation and Fees	20%
(CM Fee + Construction General Conditions)	
• Step 1 Criteria	80%
	100%

- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

- 4.7. 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.
- 4.8. 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: Signed Contract, Attachments to the Contract, Request for Qualifications, and Respondent's Response to Request for Qualifications.

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ATTACHMENT A
EXECUTION OF SUBMITTAL

NOTE: RESPONDENTS SHALL COMPLETE 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:** 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. **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.
10. **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.

11. **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.
12. **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.
13. **Disclosure of Interested Parties:** 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.
14. **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.
15. **Computer Equipment Recycling Program:** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
16. **Television Equipment Recycling Program:** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliant with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
17. **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.
18. **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.
19. **Disaster Recovery Plan:** Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

20. **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.
21. **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.
22. **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:
 1. all persons employed by Respondent to perform duties within Texas; and
 2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
23. **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.
24. **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: _____

25. **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.
26. **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.
27. **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. 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.

28. **No Conflicts of Interest:** 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.
29. **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.
30. **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: _____

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.

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

1. Legal Entity Name: _____
Address: _____
City, State, Zip: _____

2. Project Number: 20-013-5485
Project Title: Deferred Maintenance for DSHS Multiple Building Project Project
Using Agency: DSHS and TFC
Project Location: DSHS Campus, 100 West 49th St., Austin, TX

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:

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

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 Thirty Million, Eight Hundred Twenty-One Thousand, Eight Hundred Fifty-Two dollars (\$30,821,852.00) as the Cost of Work:**

%

Not-to-Exceed fee for **Construction General Conditions:**
General Conditions shall include the following for the duration of the Project:

- Bonds and Insurance
- Project Management / Supervisory / Support / Administrative Personnel (both office and field)
- Temporary Field Offices / Facilities / Storage (including equipment, materials and temporary utilities)
- Background Checks / Employee I.D.s
- Health and Safety
- Construction Documentation
- Transportation
- Parking
- Temporary Barriers, Signage, and Controls
- Cleaning and Waste Disposal

Dollars \$

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 One Thousand Ninety-Five (1095) 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)

ATTACHMENT H

Original Atkins / WSP Building Assessment

(Posted on the ESBD)

ATTACHMENT I

DBGL WJE Exterior Assessment

(Posted on the ESBD)

ATTACHMENT J

DBGL Jacobs Generator Study

(Posted on the ESBD)

Attachment K

Additional Scope of Work Description

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

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ATTACHMENT K

Scope of Work Descriptions

Dr. Bob Glaze Laboratory (DBGL) Scope of Work:

What is the DBGL?

The Dr. Bob Glaze Laboratory (DBGL) is a 167,000 SF, 7 story lab building in Austin, Texas. It is one of the largest public health laboratories in the U.S. Annually, they test more than 1 million samples for infectious and foodborne diseases, biological and chemical compounds, and biological agents. And every year more than 400,000 Texas babies are screened twice for 54 metabolic and genetic disorders. The lab also helps keep our drinking water safe by testing water from the over 6800 public water systems. The Lab operates 24/7/365 to meet the needs and demands for Public Health. Maintenance work is scheduled usually for Wednesday evenings and or on Sundays, but all major shutdowns are coordinated with the Lab well in advance. The Lab is aware and anticipates the work described in this proposal. The Lab also expects major work to be fully designed and sequenced to take the least time to be completed, re-started and functioning under controls in the least downtime possible. <https://www.dshs.state.tx.us/lab/>

1. Replace AHU-1 and AHU-2 located on DBGL Roof. * These are large 130K CFM units on the roof. Lab is 100% outside air and exhaust. Original Govern Aire air handling units installed in 2001 when the building was completed. Replacement AHU's will need to be plug-n-play and designed to sit on existing roof curbs to reduce downtime. AHU's cannot be replaced at the same time, but current plan is to be staged about 4-6 weeks apart to give the Lab time to resume work and catch up on their commitments. Units will need to be replaced in strict coordination with Lab operations for the shortest downtime possible to minimize disruption to critical laboratory services this building provides to the State.
2. Replace Lab Exhaust Units 1, 2 and 3 on DBGL Roof. * These are large exhaust fan units on the roof. Lab is 100% outside air and exhaust. Original LEU's installed in 2001 when the building was completed. Replacement LEU's will need to be plug-n-play and designed to sit on existing roof curbs to reduce downtime. LEU's cannot be replaced at the same time, but current plan is to be staged about 3-4 weeks apart to give the Lab time to resume work and catch up on their commitments. Units will need to be replaced in strict coordination with Lab operations for the shortest downtime possible to minimize disruption to critical laboratory services this building provides to the State.
3. Building wide controls upgrade. Current Siemen's system is antiquated and beyond useful life. New control system needs to be able to control positive/negative room pressurization in multiple BSL-2 and BSL-3 laboratories. All open protocol systems will be evaluated during design and considered based upon functionality, durability, longevity, ease of installation and affordability.
4. Repair Chilled Water Riser where support hanger failed. Replace thermal expansion couplers in riser. Design to minimize downtime and effect to DBGL Lab operations.
5. Construct civil and landscape design renovations for building and site access around DBGL facility. Construction documents will provide for access and egress around area, safe traffic flow, segregated truck delivery and maintenance access from visitor and employee parking, Homeland Security elements, loading dock access and Acid Waste Neutralization System access, maximize visitor and employee parking, site drainage and utility protections/relocations in design.
6. Provide repairs for DBGL building envelope moisture infiltration. Building Labs are under negative pressures. WJE report dated 12/28/16 found leaking window seals and improperly installed flashings of brink lintels, etc. that have caused water to penetrate exterior walls at numerous locations in Lab.
7. Complete DBGL roof replacement. Original DBGL roof needs to be replaced after major equipment has been replaced. Provide 20-25-year roof design that Roof Manufacturer will warrant for same duration.

* Assist AE in evaluating AHU's, EF's, supply and exhaust systems to see if feasible to increase capacity by 10%-15%. Evaluate available equipment space, building structure, chase sizes, ducts, etc. to verify if building can accommodate the capacity increase and what will be required to design and implement such renovations.

Dept. Of Health New Plant (DHNP, supports DBGL Lab) Scope of Work:

1. Construct expanded Chiller and Boiler Plant renovations. Add N+1 Chiller and N+1 Boiler along with new Cooling Towers to support all Chillers. Upgrade plant pumps, tanks and relative systems to provide efficient, reliable and energy saving plant. Cooling Towers to minimize noise pollution traveling to adjacent neighborhoods. Design to minimize downtime, provide for easy maintenance and to not effect to DBGL Lab operations.
2. Construct new 3.25 MW, 4160-volt Generator, switchboards and transformers per Jacobs 11/2/17 Emergency Power System Feasibility Study recommendations. Also, replace 12.47 kV switchgear lineup and design so that elements can be installed with minimal downtime of Lab. Coordinate with sitework design for best location to minimize noise from disturbing adjacent neighborhoods. Remove old generator once new generator operational.
3. Construct new generator structure to support Lab in emergencies. Structure design should greatly reduce sound coming from new Lab Generator and reduce sound pollution to adjacent neighborhoods. Locate generator in location best serving Lab. Enclosure should not cause generator overheating issues. Locate fuel container in accessible location with secondary containment and security.
4. Expand current Chiller and Boiler Plant footprint to include another Chiller and Boiler. Replace all Cooling Towers, either on roof as today or on the ground. Reduce sound transmission so as not to disturb surrounding neighborhood

Hazardous Material Storage Building (DHH) Scope of Work:

1. Construct new Chemical Storage Facility to meet Lab needs, comply with current code requirements, property line setbacks, etc. Program, coordinate location with Lab for best location, access and security.

DSHS Buildings F, K and RBB Scope of Work:

1. DSHS Buildings F, K and RBB need roof replacement and will be considered a separate design package release under this contract scope. Provide 20-25-year roof designs that Roof Manufacturer will warrant for same duration.

ATTACHMENT L
RFQ Submittal Instructions

Submittal Instructions for RFQ #303-0-01774

Title: RFQ for CMR for Deferred Maintenance for DSHS Multiple Building Project

Opening Date: 6/17/2020 @ 3:00 PM

Please follow these instructions to submit your submittal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Attachment A - Execution of Submittal	File Type: PDF (.pdf)	1	Required
Attachment D - HUB Subcontracting Plan	File Type: PDF (.pdf)	1	Required
Electronic Bid Bond	File Type: PDF (.pdf)	1	Required
Acknowledgement of Addenda	Data Type: Yes/No	N/A	Required
Litigation History	File Type: PDF (.pdf)	1	Required
Company Information	File Type: PDF (.pdf)	1	Required
Methodology	File Type: PDF (.pdf)	Multiple	Required
Quality Safety Programs and Safety Record	File Type: PDF (.pdf)	Multiple	Required
Attachment C - Contractor's Qualification Form	File Type: PDF (.pdf)	1	Required
Experience and Qualifications	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	90922	Building Construction, Non-Residential (Office Bldg., etc.)	
NIGP	90924	Building Construction, Commercial and Institutional	
NIGP	90961	Maintenance and Repair, Non-Residential Building	
NIGP	90963	Maintenance and Repair, Commercial and Institutional Building	

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.

Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).

2. Upload your submission at:

<https://tfcstate.bonfirehub.com/opportunities/27420>

The Q&A period for this opportunity starts May 18, 2020 8:00 AM CDT. The Q&A period for this opportunity ends Jun 10, 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 17, 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>