



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

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER-AT-RISK
FOR
North Austin Complex Project Phase One**

PROJECT #16-030-8060

RFQ #303-6-02354

Dated: 9/14/2016

Qualifications and HUB Subcontracting Plan
Due Date: 10/14/2016 at 3:00 PM

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**REQUEST FOR QUALIFICATIONS
CMR for North Austin Complex Phase One
Project #16-030-8060**

**SECTION I
GENERAL**

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 pre-construction services during the planning and design phase, construction, construction management, closeout, and warranty phase services for the North Austin Complex Phase One, hereinafter described as TFC Project #16-030-8060 (the “Project”). Project to include a seven level office building, a multi-level parking garage, an elevated pedestrian walkway across Lamar Blvd. and a central utility plant.

This procurement will be a two-step award process:

- Step One of the solicitation requests firms (“Respondents”) capable of performing the Services and Work to submit a statement of their relevant qualifications and experience. Statements of qualifications shall focus on past and current projects of similar size and type. Respondents will be evaluated based solely on their experience and qualifications, and ranked according to the selection criteria and the weighted values for each criterion, as detailed in Section IV, Submittal Information.
- 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, information concerning insurance, and contract exceptions.

PROJECT SITE: The North Austin Complex Site is located at North Lamar and 51st Street, and is generally known as the John H. Winters Building grounds, bounded by West Guadalupe Street, Lamar Boulevard, West 51st Street, and Guadalupe Street in Austin, Texas.

ESTIMATED PROJECT COST OF WORK: For consideration of this RFQ, the construction budget and Guaranteed Maximum Price (GMP) should consider a budget for the "Cost of the Work" of one hundred thirty-six million (\$136,000,000), not including any Pre-construction Management fees, Construction Management fees, and Construction General Conditions.

PROJECT SCHEDULE: Construction will commence within ten (10) calendar days after the Notice to Proceed for Construction is issued. For planning purposes, the pre-construction time period is anticipated to be eighteen (18) months from the date of execution of the contract. Construction may commence on portions of the Project while other portions are still in the pre-construction phase. The construction phase is anticipated for an additional thirty (30) months, for a total of forty-eight (48) months from the date the Contract is executed.

Execution of the Contract is contingent upon availability of funding, which may become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations. Additionally, the Contract will be subject to a Construction Cost Limitation equal to the budget. Funding is not available to pay the CMR for any fees or costs in excess of the Construction Cost Limitation (“CCL”).

DEFINITIONS: In addition to the capitalized terms already defined above or defined in the form of Contract, the following definitions shall apply in this Solicitation.

Addendum - A TFC-published modification or clarification to the posted requirements of this solicitation.

Architect/Engineer (A/E) – firm TFC has engaged as the Architect/Engineer for the Project, and who will be responsible for preparing the Construction Documents for the Project.

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

Good Faith Effort – Effort required by vendors when completing the Attachment A, 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, or D) Self-Performing Contract (performing all work with own materials and labor).

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.

Project Manager - The individual TFC designates as its authorized representative to act on behalf of the Owner during the CMR's performance of the Contract.

Site Services Engineer - ("SSE") means Cobb, Fendley & Associates, the service provider TFC has engaged to provide the preparatory data gathering, land surveying, and site environmental and geotechnical engineering services for the Project.

SECTION II **PROJECT DESCRIPTION**

Provide preconstruction, consultation and administrative services during the planning and design portions of work, construction services, closeout, and warranty phase services for the North Austin Complex as described below:

- Building A, an approximately seven level office building @ 58,000 GSF per floor totaling 406,000 GSF;
- Parking Garage A, a multi-level structure capable of accommodating 2400 parking spaces;
- An Elevated Pedestrian Walkway connecting Building A to the HHSC complex site directly to the west across Lamar Blvd; and
- A Central Utility Plant and associated infrastructure to serve the structures in Phase One, and designed to allow future expansion for future Phases 2 and 3.

See Attachment F, North Austin Complex Preliminary Master Plan Excerpts for additional information

SECTION III **SCOPE OF SERVICES AND WORK**

1. CMR will work closely with TFC and collaborate with stakeholders, including state agencies, the Site Services Engineer, Architects and Engineers, and Subcontractors during the development, completion, and implementation of construction documents. CMR's Services shall be rendered during the design process and continue throughout the construction phase and close-out of the Project, as described in Contract.

CMR's Services shall be comprehensive in nature, and will include, but not be limited to: preconstruction services, estimation services, participating in constructability reviews, managing complex critical path schedules, and bidding multiple packages for construction as necessary to execute the Project scope. The number of bid packages and Guaranteed Maximum Price

Amendments are to be determined by TFC in consultation with the A/E and CMR.

In addition, the following Services are required:

- The CMR will collaborate with TFC, and its consultants in the delivery of the Services and Work to be performed for the Project.
- The CMR will be well-versed in appropriate regulations, building codes, and the use, selection, and availability of construction materials.
- The CMR will have experience in the management and construction of projects of extreme complexity and comparable value to this Project, including extensive experience in providing leadership in projects that use advanced technical building methods and applications.
- The CMR will possess expertise in management of the performance of the Services and Work within program budgets, and developing and forecasting accurate construction cost estimates based on current, local market conditions and trends.
- The CMR must have substantial knowledge and ability to accurately track and manage performance of the Services and Work according to complex critical path schedules.
- The CMR must have the capability to summarize and communicate status of the Project and to maintain and adjust schedules for evolving conditions and events affecting the Project.
- The CMR will have extensive experience in a leadership position to manage and collaborate with TFC, and its consultants, in the use of integrated services of TFC's A/E, and Project Managers, and shall have demonstrated its ability to do so successfully on comparable projects.
- The CMR will keep TFC well-informed of the progress of the Services and Work for the delivery of the Project through all phases, and will ensure adherence by all project participants engaged by the CMR to the requirements of the Contract and related TFC agreements and contracts for the Project.
- Responsibilities of the CMR may also include: demolition services, preconstruction services, managing according to design progress schedules, developing and managing project control systems, managing compliance with insurance requirements, managing safety control and compliance systems, quality control and compliance programs, leading and assisting in constructability reviews as necessary, monitoring construction, preparing and reviewing reports, manuals, standards, testing reports, commissioning reports, and training services, effectively monitoring and managing project costs.

The CMR will be required to attend and participate in meetings with TFC, the SSE, the A/E, and agency stakeholders as well as coordination meetings with City of Austin departments as required. The project will require presentations to different organizations and ongoing communication to the general public.

The CMR will be tasked with developing the Project Implementation Plan, as described in the Contract, in coordination with TFC and the A/E.

Subcontracting Requirements: Subcontractors shall meet the same requirements and level of experience as required of the CMR applicable to their portion of the Services and Work. No Subcontract shall relieve the CMR of responsibility for the Services and Work required by the Contract. If the CMR plans to use a Subcontractor for any or all of the Services and Work required, the following conditions shall apply under the listed circumstances:

- The CMR shall identify the proposed subcontractors on the Attachment A, HUB Subcontracting Plan.
- Subcontracting shall be at the CMR's expense.

- TFC retains the right to check a Subcontractor’s background and make a determination to approve or reject the use of proposed Subcontractors.
- The CMR shall list a designated point of contact for all TFC and subcontractor inquiries, who shall be the only contact for TFC and subcontractors.

CMR shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors (“Subcontractors”) for all major elements of the Work and facilitate TFC’s Approval of Subcontracts in accordance with HUB requirements, to provide for and/or secure the installation of all materials, labor, coordination, management and supervisory activities necessary to complete construction of and deliver the Project in accordance with the drawings, specifications and other Construction Documents to be prepared by the A/E and Approved by TFC, in accordance with the approved schedule and Guaranteed Maximum Prices (“GMPs”) to be established for the Project by GMP Amendment, and in accordance with the requirements of the Texas Government Code, Chapter 2269 and other Applicable Laws. The Contract will provide that the CMR may seek to perform portions of the Work itself if the CMR submits to TFC its bid or proposal for those portions of the Work in the same manner as all other Subcontractors at least twenty-four (24) hours in advance, and TFC determines that the CMR’s competitive bid or proposal to self-perform such Work provides the best value for TFC.

The CMR shall review with TFC all Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMR, the A/E, or TFC.

If a selected Subcontractor defaults in the performance of its portion of the Work or fails to execute a Subcontract after being selected, the CMR may itself fulfill, without advertising, the Subcontract requirements or select a replacement Subcontractor in accordance with the same procedures required above to fulfill the Subcontract requirements.

Third Party Testing: TFC shall provide or contract with third party vendors for Environmental remediation if applicable, HVAC Testing and Balancing Services, Commissioning, and Construction Materials Testing. CMR will be required to coordinate with third party agents, and testing companies throughout all portions of the design and construction phases.

2. Documents are available for review on the state of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. Select ‘Texas Facilities Commission - 303’ from the drop-down box.

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>
Issue RFQ	09/14/2016
Mandatory Pre-Submittal Conference (OR) Mandatory Pre-Submittal Conference	09/26/2016 Monday @ 10:00 AM
Deadline for Submission of Questions	10/07/2016
Deadline for Submission of Qualifications & HSP	10/14/2016 Friday @ 3:00 PM
Notification of Short List Selection	10/25/2016
Deadline for Submission of Proposals/Opening	11/04/2016 Friday @ 3:00 PM
Notification of Interview Selection	11/08/2016
Interviews	11/17/2016 and 11/18/2016
Award by Commission	12/21/2016
Execute Contract	01/18/2017

2. **MANDATORY PRE-SUBMITTAL CONFERENCE:** The mandatory pre-submittal conferences are scheduled for Monday 9/26/2016 at 10:00 AM, and Friday 9/30/2016 at 10:00 AM. The location of both pre-submittal conferences is Auditorium 1-100, William B. Travis Building, 1701 North Congress Ave., Austin. Respondents must have an employee of their firm attend at least one (1) of the two (2) pre-submittal conferences. TFC shall reject qualifications submitted by a Respondent who fails to attend at least one of the mandatory pre-submittal conferences. Please be on time.

For the pre-submittal conferences, there is metered parking on the street (coins) or free parking on the top level of State Parking Garage B, 1511 San Jacinto Blvd., Austin, TX 78701.

http://www.tspb.texas.gov/plan/maps/doc/capitol_complex_maps/capitol_complex_employee_parking.pdf

3. **SUBMISSION REQUIREMENTS:**

3.1. **Submission:**

- 3.1.1. **Step One:** The initial submittal is of qualifications only. Respondents shall submit one (1) original of the following:
- 3.1.1.1 Attachment A, HUB Subcontracting Plan;
 - 3.1.1.2 Attachment B, Execution of Submittal;
 - 3.1.1.3 Acknowledgement of Addenda;
 - 3.1.1.4 Original Bid Bond; and
 - 3.1.1.5 Litigation History Statement.

Include one (1) original and six (6) copies of the following:

- 3.1.1.6 Company Information;
- 3.1.1.7 Attachment D, Contractor's Qualification Form;
- 3.1.1.8 Budget Compliance Form;
- 3.1.1.9 Schedule Compliance Form;
- 3.1.1.10 Experience and Qualifications;
- 3.1.1.11 Methodology; and
- 3.1.1.12 Quality/Safety Programs & Safety Record.

Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the RFQ.

Additionally, Respondent shall provide a formatted CD, or USB flash memory drive, containing a complete copy of the vendor's response to this RFQ. The format shall be Adobe Acrobat version 9.0 or higher.

- 3.1.2. **Step Two:** For the five or fewer Respondents chosen from Step One, Offerors shall submit one (1) original of the following:
- 3.1.2.1 Attachment C, CMR Proposal Form;
 - 3.1.2.2 Attachment G, Non-Collusion Affidavit; and
 - 3.1.2.3 Attachment I, Statement of Compliance with TFC Insurance Requirements
 - 3.1.2.4 Statement of Exceptions to the Attachment H, CMR Service Contract Template

- 3.2. **Step One Contents:** Below is a summary of required information. Submittals without this information will be evaluated accordingly. Respondents to this RFQ are responsible for all costs to prepare, submit and deliver their statements of qualifications. 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, HUB Subcontracting Plan, the Attachment B, Execution of Submittal, and the Bid Bond shall be returned with the response. Failure to do so shall result in disqualification.

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- 3.2.1. **Company Information:** Including, but not limited to the following:
- 3.2.1.1. Company description
 - 3.2.1.2. Ownership information
 - 3.2.1.3. Physical and Mailing address
 - 3.2.1.4. Other company locations/offices
 - 3.2.1.5. Primary Contact
 - 3.2.1.6. Office and mobile telephone number, and email address of company's Primary Contact
 - 3.2.1.7. 11-Digit State of Texas Vendor Identification Number
- 3.2.2. **Relevant Experience and Qualifications: <25 pts.>**
- 3.2.2.1 **Relevant Experience:**
 - 3.2.2.1.1. Complete and submit the Attachment D, 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 not enumerated on Attachment D, Contractor's Qualifications Form.
 - 3.2.2.1.2 Particularly indicate your firm's relevant CMR experience with the following:
 - 3.2.2.1.2.1. Large scale building projects of extreme complexity, and providing leadership in projects that utilize advanced technical building methods and applications;
 - 3.2.2.1.2.2. Experience assembling accurate program budgets, developing and forecasting accurate construction cost estimates;
 - 3.2.2.1.2.3. Experience with complex critical path schedules;
 - 3.2.2.1.2.4. Experience with large public work building projects;
 - 3.2.2.1.2.5. Experience coordinating complex projects incorporating multiple buildings and structures within existing occupied sites;
 - 3.2.2.1.2.6. Experience with projects of significant impact to the City of Austin utility infrastructure;
 - 3.2.2.1.2.7. Experience working with mid and high rise office building projects;
 - 3.2.2.1.2.8. Experience in central utility plant design with planned phased implementation;
 - 3.2.2.1.2.9. Experience working with parking structure design;
 - 3.2.2.1.3. Names of top management and key employees and each person's duties. Include the background and experience of these key employees;

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- 3.2.2.1.4. Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the project;
- 3.2.2.1.5. Provide a description of three (3) significant problems solved by Respondent in the performance of construction management services for the projects described in the Respondent's experience; and
- 3.2.2.1.6. Provide a description of the most critical issues that can be foreseen relative to a Project of this magnitude and complexity, and explain the Respondent's approach to managing and mitigating the risks associated with them.

3.2.2.2 **Minimum Qualifications:**

- 3.2.2.2.1 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.
- 3.2.2.2.2 Negative responses from Owners and A/E firms that are familiar with contractor's performance, depending on problems encountered, may be grounds for disqualification.

3.2.3. **Methodology and Budget/Schedule Compliance: <20 pts.>**

3.2.3.1. **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 the following:

- 3.2.3.1.1. Processes and techniques used to understand the Statement of Work;
- 3.2.3.1.2. Problem solving;
- 3.2.3.1.3. Value engineering;
- 3.2.3.1.4. Maintaining budgets;
- 3.2.3.1.5. Maintaining schedules;
- 3.2.3.1.6. Staff sizing and roles;
- 3.2.3.1.7. Company workload in proportion to the Project outlined in the Statement of Work;
- 3.2.3.1.8. Coordination of work with Subcontractors and/or consultants, including a description of how Subcontractors or consultants are vetted and pricing reviewed;
- 3.2.3.1.9. Coordination and phasing for the continued use of the existing John H. Winters parking lot during the course of construction of the new multi-level parking structure;
- 3.2.3.1.10. Coordination of new utility infrastructure work within an existing site containing existing utility infrastructure; and
- 3.2.3.1.11. Description of how estimating, bidding and working on various design packages will be coordinated and implemented.

3.2.3.2. **Budget/Schedule Compliance:** On the Attachment D, Contractor's Qualifications Form, the Respondent shall demonstrate its ability to meet schedule completion dates and maintain project budgets.

- 3.2.3.2.1. **For the five (5) most relevant recently completed projects,** the Respondent shall demonstrate experience in meeting **completion date schedules** by providing the original construction duration and final construction duration on their last five projects. Provide appropriate explanation on the causation if a duration variance of 5% or more was experienced.

- 3.2.3.2.2. **For the same five (5) most relevant recently completed projects as above**, the Respondent shall demonstrate experience in maintaining **construction budgets** by providing the awarded budget and the final completed cost for the project. Provide appropriate explanation on the cause of the variances of 5% or more in such values.

3.2.4. **Quality Control Program & Safety Program: <5 pts.>**

3.2.4.1. **Quality Assurance:** The Respondent shall provide a description of its quality assurance processes and program, and the name and job title of the person in the organization who oversees said program.

3.2.4.2. **Quality Control:** The Respondent shall describe its quality requirements and means of measurement. Provide process flow charts on how quality is maintained and achieved. The Respondent shall describe its 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 Respondent's Quality Control Manual, which may become the basis for an additional exhibit to the contract if awarded.

3.2.4.3. **Safety Program and Contractor's Safety Record:** Provide Respondent'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.

3.2.5 **Litigation:** <Pass/Fail>

3.2.5.1 Provide details of all litigation history, including but not limited to administrative claims, proceedings, and arbitration within the past five (5) years.

3.2.5.2 Respondents involved in litigation, depending upon the circumstances, may be disqualified.

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

3.2.7. **Bid Bond:** Submittals shall be accompanied by a bid security in the form of an original bid bond, certified and/or cashier's check (on a solvent bank in the State of Texas) drawn to order of the Texas Facilities Commission, in the sum of **twenty-five thousand dollars (\$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.

3.2.7.1. 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.

3.2.7.2. 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.

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3.2.8. **Attachment A, HUB Subcontracting Plan:** In accordance with TGC, Sections 2161.181-182 and Title 34, Chapter 20, Subchapter B, §20.10- §20.28 of the TAC, TFC shall make a good faith effort to utilize HUBs in contracts for construction services, including professional and consulting services; and commodities contracts. 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 § 20.13:

- 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.

As mandated by 34 TAC § 20.14, Respondents must submit an Attachment A, HUB Subcontracting Plan that identifies all subcontracting items and complies with good faith effort requirements outlined in Attachment A, HUB Subcontracting Plan and in accordance with the Comptroller of Public Accounts HUB rules [34 TAC §20.14 (d)(1)(D)(iii)].

3.2.8.1. Pursuant to TGC § 2161.252(B), TFC shall reject any response that does not include a fully completed Attachment A, HUB Subcontracting Plan. An incomplete Attachment A, HUB Subcontracting Plan is considered a material failure to comply with the solicitation requirements.

3.2.8.2. The Attachment A, HUB Subcontracting Plan shall become a provision of the contract between the awarded Respondent and TFC. The awarded Respondent can only change the Attachment A, HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to TFC for review; (c) TFC approves the Respondent's proposed changes to its Attachment A, HUB Subcontracting Plan; and (d) TFC and the Respondent amends its contract by submitting a revised Attachment A, HUB Subcontracting Plan containing the changes approved by TFC.

3.2.8.3. If TFC determines that the Respondent failed to implement the Attachment A, HUB Subcontracting Plan in good faith, TFC, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (g)(5).

3.2.8.4. **The Attachment A, 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 A, HUB Subcontracting Plan shall be submitted by the awarded Respondent prior to Part Two construction.**

If further assistance is needed in preparing the Attachment A, HUB Subcontracting Plan, potential Respondents may contact the TFC HUB Coordinator Yolanda Strey at 512-475-0453, or by email at HUB@tfc.state.tx.us

3.2.8.5. **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.**

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- 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 C, CMR Proposal Form, Attachment G, Non-Collusion Affidavit, the Attachment I, Statement of Compliance with Texas Facilities Commission Insurance Requirements and Exceptions to the CMR Contract shall be submitted upon request; failure to do so shall result in disqualification.
- 3.3.1. **Attachment C, CMR Proposal Form:** This form must be completed and returned.
- 3.3.1.1. **The Offer:** The offer (as more fully set forth in the Attachment C, CMR Proposal Form.) shall be comprised of three components listed below. Only components 3.3.1.1.2 and 3.3.1.1.3 listed below are utilized in computing the possible fifty (50) points for compensation and fees.
- 3.3.1.1.1. 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.
- 3.3.1.1.2. A Construction Management Fee as a percentage of the estimated Cost of Work. Such fee shall represent overhead and profit.
- 3.3.1.1.3. A Not-to-Exceed fee for Construction General Conditions.
- 3.3.2. **Construction Time:** Construction time is estimated at thirty (30) months.
- 3.3.3. **Submittal Duration:** Offerors' Proposals shall be irrevocable for ninety (90) calendar days from the date of submission. If TFC has not made an award ninety (90) calendar days after Proposals are opened, Offerors may withdraw their Proposals without prejudice; however, Respondents have the option to extend the time in which its Proposals will be honored after this ninety (90) day period.
- 3.3.4. **Attachment G, Non-Collusion Affidavit:** The Attachment G, Non-Collusion Affidavit must be enclosed with the proposal. The Attachment G, 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/>
- 3.3.5. **Contract Exceptions:** Exceptions to the form of the Contract may result in TFC's determination that it will be unable to negotiate a satisfactory Contract with an Offeror. Most contract clauses are non-negotiable. Offerors are expected to review the Attachment H, CMR Service Contract Template with Offeror's legal, insurance and other business advisors, and should any contract clauses be deemed unacceptable, Offeror shall submit identified exceptions with Step Two. Offerors shall submit to TFC any exceptions to the Contract (including the specifications, terms, conditions therein or exhibits thereto) in a Microsoft Word tracked-change (red-lined) format in both hard copy and electronic format (CD or USB flash memory drive). TFC will only negotiate exceptions that have been specifically identified in accordance with this requirement. An Offeror's submission of a Proposal without following this requirement shall constitute the Offeror's express representation and warranty to TFC that, having consulted and fully considered the advice and input of Offeror's legal, insurance and other business advisors, Offeror is willing to enter into the attached form of Contract based upon the fees and prices submitted in its Proposal upon receipt of TFC's notice that Offeror has been selected. An exception will not be deemed accepted by TFC unless it is first accepted in writing by TFC and incorporated into the fully executed Contract.

3.3.6. Submission of Insurance Requirements:

- 3.3.6.1. Each Respondent by submission of its proposal, represents that a review of the TFC insurance requirements included in the Attachment H, CMR Service Contract Template has been completed with Respondent's insurance brokers, and that compliance to these requirements are either currently sufficient, or attainable.
- 3.3.6.2. Each Respondent shortlisted for Step Two shall complete and submit the TFC form Attachment I, Statement of Compliance with TFC Insurance Requirements. A Respondent who fails to: (i) provide all policy information requested by Attachment I; or (ii) describe any absence of coverage required by the insurance requirements included in Attachment H to the RFQ, may at TFC's sole discretion, be disqualified from further consideration. Respondent shall check each applicable box and populate each applicable blank in Attachment I. By submitting its information on Attachment I, Respondent represents the information therein is complete, and that its insurance policies comply with Attachment H, without deficiency, except as otherwise explained in accordance with the instructions in Attachment I.
- 3.3.6.3. The Respondent selected for award shall, electronically submit upon receiving Owner's written request, true and complete copies of the Respondent's policies of insurance in electronic form by emailing true and complete copies of such policies to TFC's outside counsel, Richard L. Reed and Matthew R. Talley of Coats|Rose, P.C., at rreed@coatsrose.com and mtalley@coatsrose.com. The true and complete copies of all applicable insurance policies shall be submitted in a timely manner, as no contract will be executed without the receipt, review, negotiation, and TFC acceptance of the submitted policies. The submitted policies of insurance shall be restricted to review by TFC's outside legal counsel, Coats|Rose, who will conduct the review solely for the purpose of providing TFC legal advice as to whether such policies meet TFC's insurance requirements included in Attachment H. If the Respondent fails to meet the insurance requirements in a timely manner, the Respondent may in TFC's sole discretion be disqualified from further consideration.
- 3.3.6.4. The contracted CMR, at its own expense, shall maintain and keep in force such lines of insurance coverage as will protect the Respondent and TFC and its agents and employees from claims which may arise out of or result from Respondent's services and operations under the CMR Contract, as outlined in the insurance requirements contained in Article XI. (Insurance) of Attachment H, CMR Service Contract Template.

3.4. Inquiries:

- 3.4.1. All inquiries shall be submitted in writing to Richard Ehlert by email to: richard.ehlert@tfc.state.tx.us
- 3.4.2. 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.
- 3.4.3. All inquiries will result in written responses with copies posted to the ESBD at: <http://esbd.cpa.state.tx.us/>. If Respondents do not have internet access, copies may be obtained through the point of contact listed above.
- 3.4.4. 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.

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- 3.4.5. 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:

- 3.5.1. All submittals shall be received and time stamped at TFC prior to 3:00 P.M. Central Time on the date specified in the Schedule of Events. TFC reserves the right to accept late submittals; however, no submittals shall be accepted once the submittal opening process has begun, notwithstanding evidence that the delivery of the submittal was the fault of the shipper or the submittal was under agency control at the time of the opening.
- 3.5.2. Submittals in response to this RFQ should be placed in a separate envelope/package and correctly identified with the name of the Respondent, RFQ number, Purchaser's name (John Goodrich), and submittal deadline/opening date. If submitting multiple responses, each response should be placed in a separate envelope with correct identification. It is the Respondent's responsibility to appropriately mark and deliver the submittal to TFC by the specified date.
- 3.5.3. 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. Any change to this procurement solicitation will be posted as an addendum on the ESD. 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.
- 3.5.4. 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 submitted CD, as referenced in Section 3, Submission Requirements, par. 3.1, Submission, subparagraph 3.1.1. Step One, Respondent should mark the CD with the word "**CONFIDENTIAL**." If TFC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If TFC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

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3.6. **Delivery of Submittals** - Submittals shall be delivered to TFC by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
TFC – Bid Services ATTN: John Goodrich RFQ #303-6-02354 Central Services Building P.O. Box 13047 Austin, TX 78711-3047	TFC – Bid Services ATTN: John Goodrich RFQ #303-6-02354 Central Services Building, Rm. 176 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 8:00 AM to 5:00 PM	TFC – Bid Services ATTN: John Goodrich RFQ #303-6-02354 Central Services Building 4 th Floor Receptionist 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 8:00 AM to 5:00 PM

3.7. Receipt of Submittals

- 3.7.1. Submittals will be opened at the Central Services Building, 4th Floor Receptionist, 1711 San Jacinto Blvd., Austin, Texas.
- 3.7.2. Submittals will be received until the date and time established for receipt, then opened.
- 3.7.3. Telephone, facsimile, or email submittals are not an acceptable response to this RFQ.
- 3.7.4. All submittals become the property of TFC after the submittal deadline/opening dates. Respondents hereby grant and convey to TFC and its successors and assigns a perpetual, irrevocable license to all right and title to all concepts, information or ideas described or included in their submittals for TFC’s use, for which use TFC may permit similar use by TFC’s its consultants and contractors.
- 3.7.5. Upon TFC’s receipt of the Respondents’ submittals for Step One of their statements of qualifications, TFC’s authorized representative shall publicly open and read aloud the names of the Respondents.
- 3.7.6. Upon TFC’s receipt of the five or fewer selected Offerors’ Proposals for Step Two, the TFC authorized representative shall publicly open and read aloud the names of the respondents, and all fees and prices stated in each Proposal as the Proposal is opened.

4. EVALUATION AND AWARD

- 4.1. The intent of TFC will be to award a Contract to the successful Offeror whose qualifications and pricing are considered to be ‘best value’ to the State according to the Selection Criteria listed in par. 4.2 below.
- 4.2. TFC will designate an evaluation committee to evaluate submittals of Qualifications of the Respondents to this RFQ, and Proposals to be requested from the five or fewer Offerors to be selected after Step One. The evaluation committee will include employees of TFC, and may include other individuals who are consultants to TFC and 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 selection criteria:

<u>Step One Criteria</u>	<u>Weight</u>
• Experience and Qualifications	25%
• Methodology and Budget/Schedule Compliance	20%
• Quality/Safety Programs & Safety Record	5%
• Litigation History	<u>Pass/Fail</u>
	50%

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<u>Step Two Criteria</u>	<u>Weight</u>
• Compensation and Fees (CM Fee + Construction General Conditions)	50%
• Step One Evaluation Score	50%
	100%

- 4.3 The evaluation committee may conduct interviews of the highest scoring Offerors following evaluation of Step One and Step Two 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:
- 4.3.1 One hour and fifteen minutes will be allocated for the interview.
 - 4.3.2 Attendance by team members assigned to the Project are to represent themselves as to their relevant experience, and proposed involvement in the Project.
 - 4.3.3 An Agenda for the interview will be provided by TFC requiring an elaboration of the Respondents' relevant experience, qualifications, and proposed methodology for the Project.
- 4.4 TFC will first attempt to negotiate a contract with the selected Offeror that the Evaluation Committee determines offers the best value for TFC based on the Selection Criteria and on its ranking evaluation scores. 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 the agreement cannot be executed, 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.
- 4.5 In evaluating proposals to determine the best value, 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.window.state.tx.us/procurement/prog/vendor_performance/). Prior work performance with TFC and other State agencies or governmental entities, which are familiar with a Respondent's performance, depending on problems encountered, may be grounds for disqualification.
- 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 1 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

HUB Subcontracting Plan

Posted as 'Package #2' on the ESBD

For electronic completion (RECOMMENDED) click here:

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

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ATTACHMENT B
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. All statements and information prepared and submitted in the response to this RFQ are current, complete and accurate.
2. He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
4. By signing this submittal, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in TAC, Title 34, Part 1, Chapter 20.
5. Under Section 2155.004, TGC, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
6. Pursuant to TGC, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.
7. Respondent is in compliance with TGC, Title 6, Subtitle A, Section 669.003, relating to contracting with an executive of a state agency. If Section 669.003 applies, Respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.
8. Respondent agrees that any payments due under any contract arising from this submittal will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
9. Failure to sign the Execution of Submittal or signing it with a false statement shall void the submitted offer or any resulting contracts.
10. HB1295 of the 84th Legislature mandates that you must comply with the following:

TGC Section 2252.908, and new rules promulgated by the Texas Ethics Commission ("TEC") pursuant to Section 2252.908, require a disclosure of interested parties by contractors that enter into certain types of government contracts.

To comply with the law and new rules, contractors must file a Disclosure of Interested Parties Form 1295 ("Form 1295") with the TEC and TFC

As of January 1, 2016, the TEC has made available on its website the new filing application that must be used to file Form 1295.

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

Questions concerning the Form 1295 may be directed to TFC Legal Services, Martin V. Blair;
martin.blair@tfc.state.tx.us

11. System for Award Management ("SAM"): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using SAM. This is a Federal government maintained database that record and track 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.

12. Texas Family Code Compliance Requirement:

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

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

Name: _____ Name: _____

Name: _____ Name: _____

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. Submittals by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to sign the Submittal for the corporation. The names of all persons signing should also be typed or printed below the signature. A Submittal by a person who affixes to his/her signature the word "president," "secretary," "agent," or other designation, without disclosing his/her principal, will be rejected. When requested, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Proposing corporations shall designate the state in which they are incorporated and the address of their principal office.

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

1. Proposing Firm's Name: _____
Address: _____
City, State, Zip: _____
2. Project Number: 16-030-8060
Project Title: CMR for North Austin Complex Phase One
Using Agency: Health and Human Services Commission
Project Location: The current John H. Winters building site 701 W 51st Street, Austin, TX

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.

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 one hundred thirty- six million dollars (\$136,000,000) 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 in the calendar day time indicated herein following the date of a Construction Notice to Proceed.

Base Time: thirty (30) months.

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 D

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.

ATTACHMENT E

Project Manual

(Posted as 'Package #3' on the ESBD)

ATTACHMENT F

North Austin Complex Preliminary Master Plan Excerpts

(Posted as 'Package #4' on the ESBD)

ATTACHMENT G

Non-Collusion Affidavit

The form can be obtained electronically at the TFC website:
<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>
Document #4, Index of Forms.

ATTACHMENT H

CMR Service Contract Template

(Posted as 'Package #5' on the ESBD)

ATTACHMENT I

Statement of Compliance with TFC Insurance Requirements

(Posted as 'Package #6' on the ESBD)

ATTACHMENT J

Owner's Project Requirements

(Posted as 'Package #7' on the ESBD)

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ATTACHMENT K
RFQ CHECKLIST

Checklist for RFQ #303-6-02354
Title: CMR for North Austin Complex Phase One
Opening Date: 10/14/2016 @ 3:00 PM

Vendor Name and Address:

Contact: _____

TX Taxpayer #: _____

Office Phone: _____

Mobile Phone: _____

Email: _____

Attended a Pre-Submittal Conference: _____

STEP ONE SUBMITTAL:

1. Submitted one (1) original of the following:
 - Attachment A - HUB Subcontracting Plan _____
 - Attachment B - Execution of Submittal _____
 - Bid Bond _____
 - Acknowledge Addenda _____
 - Litigation History Statement _____
2. Submitted one (1) original and six (6) copies of the following : _____
 - Company Information _____
 - Attachment D - Contractor's Qualification Form _____
 - Budget Compliance Form _____
 - Schedule Compliance Form _____
 - Experience and Qualifications _____
 - Methodology _____
 - Quality/Safety Programs & Safety Record _____
3. Submitted one (1) PDF copy on a CD or USB flash memory drive _____

STEP TWO SUBMITTAL:

1. Submitted one (1) original:
 - Attachment C - CMR Proposal Form _____
 - Attachment G - Non-Collusion Affidavit _____
 - Attachment I – Statement of Compliance with TFC Insurance Requirements _____
 - Contract Exceptions (hard copy, and CD or USB flash memory drive) _____