



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

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER-AT-RISK
FOR
UTILITY PACKAGE
CAPITOL COMPLEX PROJECT**

PROJECT #17-008-8040

RFQ #303-7-01194A

(Revised per Addendum #2)

Dated: 7/17/2018

Qualifications and HUB Subcontracting Plan
Due Date: 7/13/2018 @ 3:00 PM

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**REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER-AT-RISK
UTILITY PACKAGE CAPITOL COMPLEX PROJECT
Project #17-008-8040**

**SECTION I
GENERAL**

SCOPE: In accordance with the provisions of Texas Government Code, Chapter 2269, Subchapter F, Construction Manager-at-Risk Method, and Texas Government Code Chapter 2155.137, Emergency Purchase, 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 utility package project in the Capitol Complex, hereinafter described as TFC Project #17-008-8040 (the Project). This project will be administered by TFC. This procurement will be a two-step award process with a two-part work requirement.

- **Step One Submission of Qualifications:** 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.
- **Step Two Submission of Proposals:** 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.

PROJECT SITE:

Capitol Complex:

- State of Texas Parking Lot #7 (across from the Texas State History Museum): One full block bounded by North Congress Avenue, Martin Luther King, Jr. Boulevard, Brazos Street, and 18th Street. ~~There is a twelve (12) inch sanitary sewer line running north-south at the approximate center of this lot that must be relocated prior to excavation.~~
- State of Texas Parking Lot #2 (directly west of the Lyndon B. Johnson (LBJ) Building): One half block bounded by North Congress Avenue, 17th Street, the LBJ Building, and 16th Street.
- North Congress Avenue Right of Way extending from Martin Luther King, Jr. Boulevard to 16th Street.
- 17th Street at the intersection of Congress Avenue.

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 **Fourteen Million Five Hundred Thousand Dollars (\$14,500,000)**, not including any Pre-construction Management fees, Construction Management fees, and Construction General Conditions.

PROJECT SCHEDULE: Construction is required to commence within ten (10) calendar days after the Notice to Proceed for Construction is issued. For planning purposes, the pre-construction time period is estimated to be sixty (60) calendar days. The construction contract period is projected for a term of **four hundred (400) calendar days** except as may be otherwise amended or negotiated. Construction may commence on portions of the Project while other portions are still in the pre-construction phase.

Execution of the 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.

DEFINITIONS:

Addendum - A modification of the specifications issued by TFC.

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).

Construction Manager Agent (CMA) - Balfour Beatty Construction, LLC is the service provider engaged hereunder as TFC's fiduciary agent to assist TFC with management and coordination of the overall design and construction program for the Capitol Complex Projects.

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, 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: <https://mycpa.cpa.state.tx.us/mentorprotege/ctg/menproPairs/>

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.

Master Architect or Master A/E - Page Southerland Page, Inc., is the service provider TFC has engaged pursuant to Texas Government Code §2254 as TFC's agent for oversight, coordination and management of the overall design of the Capitol Complex Projects by each of the Architect/Engineers for the Projects.

Owner - The Texas Facilities Commission.

Project Manager - The individual designated by the Owner authorized to represent the Owner during the 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.

SWPPP - Storm Water Pollution Prevention Plans.

SECTION II **PROJECT DESCRIPTION**

Provide pre-construction, consultation and administrative services during the planning and design portions of work, construction services, closeout, and warranty phase services for the relocation of existing utilities out of Congress Avenue, and new utility services for two new office buildings in the Capitol Complex in Austin, Texas. The two office buildings shall include five levels of underground parking, to be connected by five levels of underground parking beneath Congress Avenue. These services shall be in coordination with the on-going design and administrative efforts of the A/E, the Master A/E and the CMA.

Utilities to be relocated are in Congress Ave. from 16th St. to MLK Blvd., and between Colorado and San Jacinto Streets, for the construction of the underground parking garage, as well as from the 1601 and 1801 Congress Ave. building sites. Utility relocations must also address conflicts that may occur in the construction of the new utility tunnel which will extend from the Central Utility Plant at 14th Street and San Jacinto Boulevard to the new buildings, as well as utility relocations to

accommodate the future underground parking garage in Congress Ave. from 15th St. to 16th St., and future phases of building construction.

The utilities are public and private utilities, including Texas Gas (natural gas), Austin Energy (electric), Austin Water (water and wastewater), City of Austin (storm water), Level 3 (telecommunications), ATT (telecommunications), GAATN (telecommunications), and Spectrum (telecommunications). The State utilities include the Owner's chilled water piping and telecommunication lines.

Construction services shall include relocation of existing utilities, temporary utilities as required, permanent utilities, related traffic control, SWPPP, and all related permits.

Phasing: It is expected that there will be, at a minimum, three separate phased deliverables under this scope of work, to facilitate the master project schedule developed by the CMA. The three phases of work are as follows:

- Utility relocations to enable excavation of the 1601 Congress building site;
- Utility relocations to enable the installation of the new Utility Tunnel; and
- Utility relocations to enable the legal vacation and excavation at the current Congress Avenue right of way.

Third Party Testing: TFC shall provide or contract with third party for Commissioning and Construction Materials Testing.

SECTION III SCOPE OF WORK

1. Part One - 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, scheduling, and cost estimating.
2. Part Two - In accordance with the approved schedule and GMP, Contractor shall facilitate bidding and selection of subcontractors in accordance with HUB requirements, and provide 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. Documents are available for review on the state of Texas Electronic State Business Daily (ESBD) at <http://www.txsmartbuy.com/sp> (Use Google Chrome and search only using the RFQ number 303-7-01194A).
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 A, 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.
 - 4.5 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>
Issue RFQ	06/28/2018
Mandatory Pre-Submittal Conference	07/05/2018 Thursday @ 10:00 AM
(OR)	
Mandatory Pre-Submittal Conference	07/09/2018 Monday @ 10:00 AM
Deadline for Submission of Questions	07/11/2018
Deadline for Submission of Qualifications & HSP	07/13/2018 Friday @ 3:00 PM
Notification of Short List Selection	07/17/2018
Deadline for Submission of Proposals/Opening PM	07/19/2018 Thursday @ 3:00 PM
Notification of Interview Selection	07/20/2018
Interviews	07/25/2018
Award by Commission	08/16/2018
Execute Contract	08/23/2018

2. **MANDATORY PRE-SUBMITTAL CONFERENCE:** The mandatory pre-submittal conferences are scheduled for Thursday 7/5/2018 @ 10:00 AM, and Monday 7/9/2018 @ 10:00 AM. The location of both pre-submittal conferences is the Central Services Building, 1711 San Jacinto Blvd., Austin. Check-in with the Receptionist on the fourth floor. 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 firms that did not attend one of the mandatory pre-submittal conferences. Please be on time.

For the pre-submittal conferences, there is metered parking (coins) on the street, or free parking is available on the top level of State Garage B, 1511 San Jacinto, Austin, TX. **Print out the Parking Permit for Garage B attached to this RFQ to place on your dashboard.**

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 five (5) 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, Respondent 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;

3.1.2.3. Attachment I, Statement of Compliance with TFC Insurance Requirements; and

3.1.2.4. Contract Exceptions

3.1.3. Respondents to this RFQ are responsible for all costs of submittal preparation and delivery.

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, 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.

3.2.1. **Company Information:** Including, but not limited to the following (on a separate sheet):

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:** <35 pts.>

TFC understands that the scope of this project is limited and that relevant projects may be for portions of projects and not the entire project, and that budgets and schedules may be difficult to itemize. For purposes of this submittal, utility portions of projects will be evaluated for schedule and budget compliance. Respondents shall provide sufficient information so that budget and schedule compliance for utilities may be evaluated. Please include clarifications in the comments section of the Questionnaire Form.

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/forms/index/>

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 experience with

3.2.2.1.2.1 Utility work on limited sites, within a constricted urban area;

3.2.2.1.2.2 Projects of significant impact to transportation infrastructure;

3.2.2.1.2.3 Projects of significant impact to utility infrastructure;

3.2.2.1.2.4 Projects involving a high level of coordination with on-going excavation work;

3.2.2.1.2.5 Projects involving highly visible public spaces; and

3.2.2.1.2.6 Working with Construction Manager Agents (CMAs)

3.2.2.1.3 Demonstrate the Company's or Individual's relevant CMR experience to the type of work solicited in the RFQ.

3.2.2.1.4 Names of top management and key employees and each person's duties. Include the background and experience of these key employees.

3.2.2.1.5 Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the project.

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: <30 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

- 1) Processes and techniques used to understand the Statement of Work;
- 2) Problem solving;
- 3) Value engineering;
- 4) Maintaining budgets;
- 5) Maintaining schedules;
- 6) Staff sizing and roles;
- 7) Company workload in proportion to the project outlined in the Statement of Work;
- 8) Coordination of work with subcontractors and/or consultants; and
- 9) Coordination of work with a CMA, Master A/E, CMRs and/or consultants.

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

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

3.2.3.2.2. **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. Include the location of the projects. Variances of 5% or more shall be explained for the causation in exceeding the stated awarded budget.

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

3.2.4.1. **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.

3.2.4.2. **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.

3.2.4.3. **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.

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 **\$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.

3.2.7.1. 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.

3.2.8. **Insurance Requirements for CMRs:** The insurance requirements, located in the Attachment H, 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 (COI's) and the corresponding policy endorsements.**

3.2.9. Attachment A, HUB Subcontracting Plan: **Attachment A, HUB Subcontracting Plan (HSP)**: 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 A, 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 Proposal. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposals.

- 3.2.9.1. As mandated by 34 TAC § 20.285 Respondents must submit an Attachment A, HSP that identifies all subcontracting items and complies with good faith effort requirements of the Attachment A, HSP, and in accordance with the Comptroller of Public Accounts HUB rules 34 TAC §20.285 (d)(1)(D)(iii).
- 3.2.9.2. 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.
- 3.2.9.3. 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.
- 3.2.9.4. 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).
- 3.2.9.5. 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).
- 3.2.9.6. **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.**
- 3.2.9.7. If further assistance is needed in preparing the Attachment A, HUB Subcontracting Plan, potential Respondents may contact the TFC HUB Coordinator Yolanda Strey by email at HUB@tfc.state.tx.us
- 3.2.9.8. **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.**

- 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 and the Attachment G, Non-Collusion Affidavit 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. 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.
- 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 thirty (30) 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. 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.
- 3.3.2. **Construction Time:** Construction time is estimated at **four hundred (400)** calendar days.
- 3.3.3. **Submittal Duration:** If TFC has not made an award ninety (90) calendar days after responses are opened Respondents may withdraw their responses without prejudice; however, Respondents have the option to extend the time in which their responses will be honored after this ninety (90) day period.
- 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 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 John Goodrich by email to: john.goodrich@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://www.txsmartbuy.com/sp> (Use Google Chrome and search only using the RFQ number 303-7-01194A). 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.
- 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 acceptable 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 should be placed in a separate envelope/package and correctly identified with your company name, RFQ number, Purchaser's name, 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 amendment 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.

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 #303-7-01194A Central Services Building P.O. Box 13047 Austin, TX 78711-3047	TFC – Bid Services ATTN: John Goodrich RFQ #303-7-01194A 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 #303-7-01194A Central Services Building 4 th Floor Receptionist 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 8:00 AM to 5:00 PM

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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.

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 as applicable in Texas Government Code §2155.074 and §2156.007. 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	35%
• Methodology and Budget/Schedule Compliance	30%
• Quality/Safety Programs & Safety Record	<u>5%</u>
	70%
• Litigation History	<u>Pass/Fail</u>
<u>Step 2 Criteria</u>	<u>Weight</u>
• Compensation and Fees	30%
(CM Fee + Construction General Conditions)	
• Step 1 Criteria	<u>70%</u>
	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:
 - 4.3.1 One hour is allocated for the interview.
 - 4.3.2 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.
 - 4.3.3 An Agenda for the interview will be provided by TFC requiring an elaboration of company relevant experience, qualifications, and proposed methodology for the Project.
- 4.4 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).
- 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 1 Complaints and Dispute Resolution, §111.32 Protests/Dispute Resolution/Hearings.
- 4.8 Order of Precedence: In the event of conflicts or inconsistencies between any contract resulting from this RFQ 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. Failure to sign the Execution of Submittal or signing it with a false statement shall void the submitted offer or any resulting contracts.
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. 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

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

11. 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.

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ATTACHMENT C
CMR PROPOSAL FORM
Revised per Addendum #2
(Submitted at Step 2 by Selected Respondents Only)

1. Proposing Firm's Name:	_____
Address:	_____
City, State, Zip:	_____
2. Project Number:	17-008-8040
Project Title:	CMR for Utility Package Capitol Complex
Using Agency:	Texas Facilities Commission
Project Location:	Austin, Texas

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 fourteen million five hundred thousand dollars (\$14,500,000) 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

(To be negotiated with the Respondent evaluated as the highest scoring firm.)
Per Addendum #2 required –

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: **four hundred (400)** calendar days

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

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

ATTACHMENT E

Project Manual

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

ATTACHMENT F

100% Conceptual Plan

(At the link below)

<https://tfc.egnyte.com/fl/1Y3OWYWA58>

ATTACHMENT G

Non-Collusion Affidavit

Obtain a copy at the following website, Construction Contracts Item #4 at TFC website link below

ATTACHMENT H

CMR Service Contract Template

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

ATTACHMENT I

Statement of Compliance with Texas Facilities Commission Insurance Requirements

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

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

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ATTACHMENT J
RFQ CHECKLIST

Checklist for RFQ #303-7-01194A

Title: RFQ for CMR for Utility Package Capitol Complex Project

Opening Date: 07/13/2017 @ 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 five (5) 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 - one (1) CD or USB flash memory drive _____