



Bryan Daniel, Chairman

**Jose A. "Joe" Esparza,
Commissioner**

Albert Treviño III, Commissioner

Request for Proposals (RFP)

for

MoPac Data Center Renovations

RFP No. 3202500173

Date of Release: May 29, 2025

Proposals Due: July 8, 2025, by 10:00 a.m. Central Time

914-27 Carpentry
910-82 Wiring & Other Electrical Maintenance & Repair Services
912-40 Demolition Services
914-50 Heating, Ventilating and Air Conditioning (HVAC)
914-68 Plumbing

Sole Point of Contact for this RFP (see Section 4.1):

Rachel Dean CTCD, CTCM
Purchaser

[Texas Workforce Commission](#)

TABLE OF CONTENTS

Table of Contents	2
Definitions	4
Article I. Purpose, Authority and Schedule of Events	7
1.1. Purpose	7
1.2. Authority	7
1.3. Schedule of Events	7
Article II. Scope of Work	9
2.1. Overview	9
2.2. Description of Services/Scope of Work/Specifications	9
Article III. General Information	10
3.1. Terms and Conditions.....	10
3.2. Contract Award.....	10
3.3. Contract Execution.....	10
3.4. Contract Term	10
3.5. Price Adjustment	11
3.6. Contract Amendments	11
3.7. No Guarantee of Volume, Usage, or Compensation	11
3.8. Offer Period	11
3.9. Costs Incurred.....	11
3.10. Public Information Act - Respondent Proposal.....	12
3.11. Public Information Act – Contract Award	14
3.12. Respondent Waiver – Intellectual Property	14
3.13. Insurance	15
3.14. Remedies.....	15
3.15. Liquidated Damages.....	17
3.16. Changes in Ownership or financial condition	17
3.17. Severability.....	17
3.18. Bonds.....	18
3.19. Retainage	18
3.20. Franchise Tax – Right to Transact Business in Texas	18
3.21. Subcontractor Requirements	18
Article IV. Proposal Process.....	19
4.1. Inquiries	19
4.2. Pre-Proposal Conference	21

4.3. Proposal Composition	23
4.4. Proposal Submission and Delivery	26
4.5. Additional Information	27
4.6. Ambiguity, Conflict, or Discrepancy	28
4.7. Changes, Modifications, and Cancellation of Solicitation	29
Article V. Proposal Evaluation and Award Process	29
5.1. Written Proposal Evaluation	29
5.2. Conformance with State Law	29
5.3. Evaluation Process Overview	29
5.4. Initial Compliance Screening	30
5.5. Minimum Qualifications.....	30
5.6. Written Proposal Evaluation Criteria	31
5.7. Best and Final Offer (BAFO)	33
5.8. Final Written Response Score and Total Score	33
5.9. Summary of Best Value Determination	34
5.10. Requests for Clarification	34
5.11. Advancement Criteria	34
Article VI. Required Proposal Information	35
6.1. Narrative Proposal	36
6.2. Contract Performance.....	38
6.3. Past Project Performance references	38
6.4. Financial Information.....	39
6.5. Execution of Response.....	40
6.6. HUB Subcontracting Plan	40
6.7. Cost Proposal	43
6.8. Optional Proposal Submission Checklist	43
LIST OF ATTACHMENTS AND FORMS.....	45

DEFINITIONS

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms have the meanings assigned below. Additional terms used in this Solicitation are defined in **Attachment 2 – Uniform General Conditions (UGC)**.

“Addendum” means a written addition, change, or supplement to this Solicitation that is posted as a notification to ESBD and uploaded to the TWC Bonfire Portal prior to the response due date.

“Additional Evaluation Activities” include Clarifications, Technical Discussions, and/or Site Visits. These Additional Evaluation Activities follow the evaluation of the written Proposals and may be utilized by TWC to evaluate and ensure specifications meet TWC’s needs as outlined in the Solicitation. Additional Evaluation Activities provide an opportunity for Respondents to highlight the strengths and unique aspects or clarify their Proposals.

“Bonfire” (Bonfirehub.com) or “TWC Bonfire Portal” means the online platform used by TWC for publishing solicitations informing vendors of procurement opportunities and response requirements and providing public notice of contract awards.

“Business Day” means days occurring Monday through Friday except for the legal holidays observed by the State of Texas. The terms “Working Days” and “Business Days” may be used interchangeably. All uncapitalized references to “days” shall be calendar days.

“Competitive Range” consists of the offers or Proposals that have a reasonable chance of being selected for award based on the evaluation criteria and basis for award as stated in this Solicitation.

“Contract” means the written agreement entered into by TWC and Successful Respondent, which will incorporate the contents of this RFP and the Successful Respondent’s Proposal, except as may be provided in the Contract and any amendments thereto.

“Contract Term” means the Contract Time, as defined in Section 1 of the Uniform General Conditions.

“ESBD” means the Electronic State Business Daily, an online platform, administered by the Statewide Procurement Division (SPD) of the Comptroller of Public Accounts, that publishes solicitations for the purpose of informing vendors of procurement opportunities and provides public notice of contract awards. The ESBD may currently be accessed at <http://www.txsmartbuy.com/esbd>.

“Final Written Response Score” refers to the final scoring of the Proposal based on the Evaluation Scoring Matrix published in the Solicitation.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code (TAC), § 20.282.

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of subcontractors, which is required to be submitted with all Proposals for state agency contracts with an expected value of \$90,000 or more and where TWC has determined subcontracting opportunities are probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by TWC during the term of the Contract.

“PHS” means Procurement and HUB Services, a division of TWC.

“Project Milestone Schedule” means a construction schedule comprised of calendar days that shows all major construction milestones, trade activities, and total length of the construction project, along with any other requested information outlined in this RFP.

“Proposal” means a written offer to contract with the State, submitted in response to this Solicitation.

“Respondent” means the individual or entity that submits an offer or Proposal. The term includes anyone acting on behalf of the individual or

entity that submits an offer or Proposal, such as an agent, employee, and representative.

“Sanction(s)” means monetary remedies including recoupment, payment hold, imposition of damages, exclusion, debarment, suspension, or revocation.

“Solicitation” means this RFP, including all exhibits, attachments, forms, and Addenda, if any.

“State” means the State of Texas and its instrumentalities, including TWC, its officers, employees, or authorized agents, and any other state agencies.

“Subcontractor” refers to a person who contracts with a vendor to work or continue toward completing work for a governmental entity. The term does not include a state agency. The term includes an officer or employee of a state agency when the officer or employee contracts with a vendor in a private capacity.

“Submission Due Date” refers to the date that Proposals are due in response to the Solicitation.

“Successful Respondent” means the Respondent with whom TWC executes a Contract to provide the goods and/or services that this Solicitation requires.

“Total Score” means the Final Written Response Score that includes revised points for additional evaluation activities if any, as outlined by this Solicitation.

“TWC” means the Texas Workforce Commission.

“VPTS” means Vendor Performance Tracking System, as described under Texas Government Code § 2262.055 and 34 TAC § 20.115. Reporting requirements and vendor performance factors considered in VPTS are described in Texas Government Code § 2155.089 and 34 TAC § 20.509.

ARTICLE I. PURPOSE, AUTHORITY AND SCHEDULE OF EVENTS

1.1. PURPOSE

The Texas Workforce Commission (TWC) is accepting proposals for Data Center Renovations at the TWC MoPac Building located at 12312 N MoPac Expressway, Austin, TX 78758.

PHS will administer the procurement process for this Solicitation, which includes Solicitation publication, handling of communications from vendors, as well as managing the receipt of Proposals for review and evaluation.

Information regarding TWC and its programs is available online and can currently be accessed at www.twc.texas.gov.

1.2. AUTHORITY

TWC is soliciting the goods and/or services stated in this Solicitation under of the authority Texas Government Code § 2156.001.

1.3. SCHEDULE OF EVENTS

The dates in this Schedule of Events are tentative, and TWC reserves the right to modify these dates at any time. At the sole discretion of TWC, events listed in the Schedule of Events are subject to changes and cancellation. Scheduling changes or cancellation made prior to the Deadline for Submission of Proposals will be published as an Addendum to the Bonfire portal and a notification of the Addendum will be posted to ESBD. Respondent is required to sign and return an Addendum or Addenda with the Proposal.

EVENT	DATE and TIME
Solicitation Notification posted to ESBD, and the Solicitation Package uploaded to Bonfirehub.com	MAY 29, 2025
Pre-Proposal Conference Attendance is Optional	JUNE 5, 2025, at 9:00 AM Central Time
Deadline for Submitting Written Questions via Bonfirehub.com	JUNE 9, 2025, at 5:00 PM Central Time
Estimated Date Responses to Written Questions will be uploaded to Bonfirehub.com and a notification posted to ESBD	JUNE 24, 2025, at 5:00 PM Central Time
Deadline to submit the draft HUB Subcontracting Plan for review. Email: twchubinfo@twc.texas.gov	June 19, 2025, 5:00 P.M. Central Time
Deadline for TWC to provide the courtesy review of the draft HUB Subcontracting Plan	Tuesday June 24 , 2025, 5:00 P.M. Central Time
Deadline for Submission of Proposals (NOTE: Proposals must be <u>RECEIVED</u> by TWC by the deadline via Bonfirehub.com)	TUESDAY JULY 8TH at 10:00 AM Central Time
Anticipated Notice of Intent Notification	JULY 18, 2025
Anticipated Contract Start Date	AUGUST 10, 2025

Respondent must submit its Proposal to TWC in accordance with the due date and time as indicated in this Schedule of Events or as changed via a notification of an Addendum posted to ESBD and uploaded into the TWC Bonfire Portal.

ARTICLE II. SCOPE OF WORK

2.1. OVERVIEW

Respondent must provide a detailed response package that demonstrates their construction expertise and ability to provide TWC with a best value contract to complete the MoPac Data Center Renovations. Include all attachments and information as required in this RFP.

2.2. DESCRIPTION OF SERVICES/SCOPE OF WORK/SPECIFICATIONS

- a. The Successful Respondent must furnish all labor, materials, insurance, equipment, and supervision required for the renovation to suit a Data Center per plans and specifications at the TWC MoPac Building located at 12312 N MoPac Expressway, Austin, TX 78758.
- b. Scope of work includes the renovation of the current floor plan, upgrading electrical, modifications of existing HVAC, modifications of plumbing, upgrading fire suppression, upgrading security access, and other work described in project plans and specifications.
- c. Work will be performed during normal business hours, Monday through Friday, 7am to 5pm.
- d. The full scope of work is outlined in **Attachment 7: Project Drawings** and **Attachment 8: Project Manual**. These documents contain binding project information including contractor use of site and premises and technical information such as "acceptable" manufacturers of elevator equipment.
- e. Information about the existence of Asbestos Containing Material and Abatement Manual, if applicable, will be included in **Attachment 9: Asbestos Documents**.

ARTICLE III. GENERAL INFORMATION

3.1. TERMS AND CONDITIONS

The Terms and Conditions identified in the Solicitation, **Attachment 1 – TWC Terms & Conditions** and **Attachment 2 – Uniform General Conditions** are applicable to this Solicitation and any Contract resulting from this Solicitation. TWC reserves the right to incorporate additional provisions in the Contract in the best interest of TWC.

In the event of a conflict between this Solicitation and applicable laws and regulations, precedence shall be given to the laws and regulations.

3.2. CONTRACT AWARD

TWC intends to award one (1) Contract as a result of this Solicitation.

A written notice of Contract Award will be posted on the ESBD, the Bonfire portal and notification sent to all Respondents immediately following execution of the Contract.

3.3. CONTRACT EXECUTION

If, for any reason, a Contract cannot be executed with a Respondent selected for award within thirty (30) days of TWC's determination to seek to contract with that Respondent, TWC may negotiate a Contract with the next highest-scored Respondent or may withdraw, modify, or partially award this Solicitation.

3.4. CONTRACT TERM

The Contract Term will commence on the start date identified in the Notice to Proceed and will end on the Substantial Completion date identified in the Notice to Proceed plus ninety (90) days for closing.

The Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the General Appropriations Act, TWC consolidation of offices, or any other disruption of current appropriations, Termination

provisions of **Attachment 1- TWC Terms and Conditions and Attachment 2 – Uniform General Conditions** shall apply.

3.5. PRICE ADJUSTMENT

Pricing agreed to in any resulting Contract shall be firm and remain constant based on the price agreed upon at award through the life of the Contract.

3.6. CONTRACT AMENDMENTS

The Contract may be amended only by written agreement signed by both the Successful Respondent and TWC.

3.7. NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

TWC makes no guarantee of volume, usage, or total compensation to be paid to a Respondent under an awarded Contract, if any, resulting from this Solicitation.

TWC reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

3.8. OFFER PERIOD

Proposals shall be binding for a period of ninety (90) days after the Submission Due Date. A Respondent may extend the time for which its Proposal will be honored. Upon Contract execution, prices agreed upon by the Successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Successful Respondent unless expressly agreed upon in writing by TWC.

3.9. COSTS INCURRED

Respondent understands that issuance of this Solicitation in no way constitutes a commitment by TWC to award a Contract. Additionally, TWC is not liable for any costs incurred by a Respondent in the preparation of a response to this Solicitation. Costs of developing Proposals, preparing for, or

participating in Oral Presentations and/or Site Visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

3.10. PUBLIC INFORMATION ACT - RESPONDENT PROPOSAL

Information, documentation, and other materials submitted in connection with this Solicitation or resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act, Texas Government Code, Chapter 552. See **Attachment 1 - Terms & Conditions, Section 2.4.**

If Respondent asserts that information provided in its Proposal is exempt from disclosure under the Texas Public Information Act, Respondent must mark and submit two (2) separate, searchable Portable Document Format (PDF) copies (Original Proposal and "Public Information Act Copy," including attachments, of the Original Proposal) as identified below. **This copy is in addition to the original and all copies otherwise required under the provisions of this Solicitation).**

a. Mark Original Proposal:

1. Mark the top of the front page with the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger).
2. Mark the bottom of each page that contains information that Respondent claims is exempt from public disclosure with the words "CONTAINS CONFIDENTIAL INFORMATION"; and
3. Identify, adjacent to each portion of the Proposal that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure. Vague and general claims to confidentiality will not be acceptable (**NOTE: no redactions are to be made in the Original Proposal**).

b. Mark a Separate Public Information Act Copy of Proposal:

1. Mark the copy at the top of the front page with "Public Information Act Copy" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger).
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required by this subsection (b) must be identical to the redactions identified in subsection (a)(3), above. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the Proposal will be redactions, which can only be made in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

Respondent should not submit a Public Information Act Copy indicating that the entire Proposal is exempt from disclosure. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and this blanket claim will not be considered by TWC.

A Proposal should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a Proposal, Respondent agrees to reproduction and posting on public websites by the State of Texas, including all other state agencies, without cost or liability and, additionally, agrees to allow the State of Texas to provide a copy of the Proposal to individuals making a Public Information Act request for the response.

TWC may, in its sole discretion (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply. Submitting partial or incomplete information that suggests inclusion

of confidential information constitutes failure to comply with the requirements set forth in this section.

3.11. PUBLIC INFORMATION ACT – CONTRACT AWARD

Within five (5) days from Contract execution, the Successful Respondent must submit a “Public Information Act Copy” of the Original Executed Contract (in addition to the original executed contract) to the TWC Contract Manager by email. The Public Information Act Copy must meet the following requirements:

- a. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger).
- b. Each portion Successful Respondent claims is exempt from public disclosure must be redacted (blacked out); and
- c. Successful Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (b) of this section must be identical to those set forth in the Original Proposal as required in Section 3.11.(a) above. The only difference in required markings and information between the Original Contract and the “Public Information Act Copy” of the contract will be redactions, which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Contract.

3.12. RESPONDENT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO TWC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS AND TWC FROM ANY CLAIM OF INFRINGEMENT AGAINST THE STATE OF TEXAS AND TWC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO TWC BY RESPONDENT.

3.13. INSURANCE

For the duration of any Contract resulting from this Solicitation, the Successful Respondent shall acquire insurance with financially sound and reputable independent insurers, in the type and amount listed in

Attachment 1 - TWC Terms and Conditions, Attachment 2 – Uniform General Conditions, and Attachment 5 - Supplementary General Conditions.

Failure to maintain insurance coverage shall be deemed a breach of Contract.

3.14. SANCTIONS AND REMEDIES

3.14.1. Assessment of Sanctions

Once TWC has determined that Sanctions are to be assessed, the Executive Director or Executive Director's designee shall notify the Successful Respondent of the assessment(s). TWC will withhold Sanctions from payments to the Successful Respondent or, if no payments are to be made, TWC will make demand of payment of Sanctions. The Successful Respondent must make payment within thirty (30) days of the TWC's demand. **In the event the Successful Respondent fails to pay within the thirty (30) day period, TWC may make a claim for payment against the performance bond, with or without notice to the Successful Respondent, if applicable.**

3.14.2. Failure to Assess Sanctions

The failure of TWC to assess Sanctions in any instance where TWC is entitled to Sanctions under the terms of this Solicitation, or the resulting Contract shall not constitute waiver in any fashion of TWC's rights to assess Sanctions.

3.14.3. Failure to Notify TWC of a Change of Ownership or Control or Change in Financial Condition.

The failure of the Successful Respondent to notify TWC of a change of ownership or control or change in financial condition as required in **Sections 3.16 (Change in Ownership or Financial Condition)** may result in the Successful Respondent being assessed sanctions in the amount of one hundred dollars (\$100) per incident.

3.14.4. Failure to Comply with Disclosure Requirement.

The failure of the Successful Respondent to comply with the disclosure requirement in **Attachment 1 - Terms and Conditions, Section 2.3** may result in the Successful Respondent being assessed Sanctions in the amount of one hundred dollars (\$100) per incident.

3.14.5. Failure to Produce Records or Information as part of Background Investigation.

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of a background investigation conducted pursuant to **Attachment 1 - Terms & Conditions, Section 2.31** may result in the Successful Respondent being assessed Sanctions in the amount of One Thousand dollars (\$1000) per day for each day the records/information are not produced, or answers are not provided.

3.14.6. Failure to Produce Records or Information as part of an Audit.

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of an audit conducted pursuant to **Attachment 1 - Terms & Conditions, Sections 2.15-2.17** or requested pursuant to **Attachment 1 - Terms & Conditions, Section 2.39** may result in the Successful Respondent being assessed Sanctions in the amount of One Thousand dollars (\$1000) per day for each day the records/information are not produced, or answers are not provided.

3.15. LIQUIDATED DAMAGES

Liquidated damages are a predetermined amount of money that the parties agree to pay for breach of contract. TGC Section 2261.101 requires that the agency create and incorporate into each contract a remedies schedule.

Liquidated Damages are a form of remedy. TWC may collect damages from the Successful Respondent directly or indirectly by reducing the Contract Sum in the amount of Liquidated Damages identified in **Attachment 2-Uniform General Conditions**, Section 8.13 and **Attachment 5-Supplementary General Conditions**.

Supplementary General Conditions. Liquidated Damages that may be assessed are not a penalty but represent a reasonable estimate of TWC's costs and damages, which are difficult, if not impossible to calculate with accuracy in advance.

3.16. CHANGES IN OWNERSHIP OR FINANCIAL CONDITION

During the term of the Contract or any extension or renewal thereof, the Successful Respondent shall notify TWC in writing of any substantial change in the ownership or control of the Successful Respondent as soon as possible, but no later than thirty (30) days prior to its occurrence.

Successful Respondent must also notify TWC in writing of any change in financial condition as soon as possible, but no later than ten (10) days after its occurrence.

The failure of the Successful Respondent to notify TWC of a change of ownership or control or change in financial condition as required by this section may result in the termination of the Contract. For the purposes of this section, examples of a substantial change in financial condition are events such as insolvency, bankruptcy or receivership.

3.17. SEVERABILITY

If any provision or portion of this Solicitation is illegal, void, or unenforceable, the other provisions will not be affected.

3.18. BONDS

Prior to beginning any Work under any Contract resulting from this Solicitation, the Successful Respondent shall acquire bonds in the type and on the form listed in **Attachment 2 - Uniform General Conditions**, Section 3.3, Bonding Requirements.

3.19. RETAINAGE

TWC will withhold retainage from each progress payment in accordance with **Attachment 2- Uniform General Conditions**, Section 7.4.2, Retainage.

3.20. FRANCHISE TAX – RIGHT TO TRANSACT BUSINESS IN TEXAS

If applicable, the Texas franchise tax is imposed on each taxable entity formed or organized in Texas or doing business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award if applicable. Texas franchise tax information can be accessed at <https://comptroller.texas.gov/taxes/franchise/>.

3.21. SUBCONTRACTOR REQUIREMENTS

Respondent must indicate whether or not it holds any financial interest in any Subcontractor. As a condition of award, an authorized officer or agent of each proposed Subcontractor may be required to sign a statement to the effect that the Subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

The Successful Respondent must obtain prior written approval from TWC if any part of the Contract between TWC and the Successful Respondent is to be subcontracted, and the Subcontractor must comply with all applicable requirements of TWC. TWC reserves the sole right to require the Successful Respondent to terminate any Subcontractor with or without cause.

In the event TWC approves of the use of any Subcontractor, the Successful Respondent is not relieved of its responsibility and obligation to meet all the requirements of this Solicitation.

TWC will incur no additional obligations, and the obligations of the Successful Respondent will not be reduced as a result of any such subcontracts.

The Successful Respondent's obligation to pay Subcontractors is governed by Texas Government Code § 2251.022 ("Time for Payment by Vendor"), and any amendments thereto.

ARTICLE IV. PROPOSAL PROCESS

4.1. INQUIRIES

4.1.1 Sole Point of Contact

The Sole Point of Contact for this Solicitation is:

Rachel Dean, CTCD, CTCM

Purchaser

All requests, questions, or other communication about this Solicitation must be made in writing and submitted to the Bonfire Portal at bonfirehub.com and will be directed to the Sole Point of Contact.

See also, Section 4.1.5 (Exception to Sole Point of Contact) below.

4.1.2 Prohibited Communication

Except as provided in **Section 4.1.1 (Sole Point of Contact)** and **Section 4.1.5 (Exception to Sole Point of Contact)**, a potential Respondent and Respondent that has submitted a Proposal is prohibited from any communication with TWC regarding the Solicitation. Unless allowable, TWC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any

potential Respondent or its representative(s). Attempts to ask questions through any means other than as provided by this Solicitation will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through TWC designated staff as provided by **Section 4.1 (Inquiries). Failure to comply with these restrictions may result in disqualification of Respondent's Proposal.** These restrictions do not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

4.1.3 Written Questions

Written Questions shall be submitted in writing using the Bonfire portal no later than the Respondent Questions deadline provided in **Section 1.3 – Schedule of Events.** Include the Solicitation section and page number to which each question applies. Questions submitted after the deadline will not be answered.

TWC will post to ESBD and the TWC Bonfire Portal the Questions & Answers and, if appropriate, an Amended Solicitation by the deadline established in **Section 1.3 (Schedule of Events).** Responses to questions will not be provided individually to prospective Respondents submitting questions.

TWC reserves the right to amend answers previously posted prior to the Proposal deadline identified in **Section 1.3 (Schedule of Events).** Amended answers will be posted to Bonfire and a notification that responses have been uploaded will be posted to the ESBD. It is the Respondent's responsibility to check the ESBD and the TWC Bonfire Portal. TWC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

Only TWC's written answers to questions submitted in writing, in accordance with this section, are binding.

4.1.4 Site Visits

TWC encourages Respondents to schedule one or more Site Visits to familiarize themselves with the Project Site and existing conditions. Please contact the Sole Point of Contact to arrange for a Site Visit(s) to inspect existing conditions at the Project Site at any time during the Solicitation period. TWC will accommodate requests depending on the time and date of available TWC staff to accompany the Respondent at the site. TWC Staff will not verbally answer questions during the Site Visit; Respondent must submit questions per the procedures outlined in section **4.1.3 (Written Questions.)** No points will be awarded for Site Visits.

4.1.5 Exception to Sole Point of Contact

Exceptions to Section 4.1.1 (Sole Point of Contact) are as follows:

- a. A Respondent with questions relating to the HSP is permitted to direct those questions to the TWC HUB staff by sending an email to:
TWCHUBinfo@twc.texas.gov.
- b. The Sole Point of Contact may expressly direct that another designated TWC representative may speak to the Respondent, such as during Contract negotiations. A Respondent is required to ensure that communications have been authorized by the Sole Point of Contact before engaging in any such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Proposal.

4.2. PRE-PROPOSAL CONFERENCE

TWC will conduct a Pre-Proposal Conference. A prospective Respondent should attend the Pre-Proposal Conference. See **Section 1.3 (Schedule of Events)** for the date and time. The Pre-Proposal Conference will include an overview of the Solicitation and a presentation on the HSP requirements, if applicable to this Solicitation. A question-and-answer session will also take place regarding general, technical and HSP (if applicable) questions.

4.2.1 Attendance

Attendance at the Pre-Proposal Conference is optional but highly recommended. There will be 15 points given to all Respondents that attend the Preproposal Conference in accordance with section.

In-person attendees are required to sign an attendance log prior to leaving the Pre-Proposal Conference.

4.2.2 Logistical Information

PHS will hold the Pre-Proposal Conference on the date and time set out in **Section 1.3 (Schedule of Events)**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 4.1.1 (Sole Point of Contact)** at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by TWC.

Location of the Pre-Proposal Conference:

12312 N. MoPac Expressway
Room 115
Austin, TX 78758

4.2.3 Questions at the Pre-Proposal Conference

- a. Attendees may submit questions in writing at the conference according to the instructions provided by TWC. All questions must be in the required format and include the information as referenced in **Section 4.1.3 (Written Questions)**.
- b. During the Pre-Proposal Conference, TWC may provide responses to questions, but only written responses will be posted in the TWC Bonfire Portal as an Addendum to the Solicitation. A notification of the written responses will be posted on ESBD. Only written responses will be considered an official, binding update to the Solicitation.

- c. TWC reserves the right to amend, prior to the Proposal Deadline, answers previously posted. Amended answers will be posted on the TWC Bonfire portal and a notification of amended answers will be posted to the ESBD. Notification of posting will be in accordance with **Section 1.3 (Schedule of Events)**.
- d. Unauthorized communications with TWC other than the Sole Point of Contact identified in Section 4.1.1 regarding this Solicitation before, during, or after the Pre-Proposal Conference are prohibited. Failure to comply with these restrictions may result in disqualification of Respondent's Proposal.

4.3. PROPOSAL COMPOSITION

4.3.1 General Information

Respondent must fully and completely address all requirements described in this Solicitation. Incomplete or partial Proposals will not be considered. The Respondent must provide all information that the Respondent believes would be helpful to TWC in evaluating the Respondent's ability to fulfill the Solicitation requirements. Respondent shall prepare a Proposal that clearly and concisely represents its qualifications and capabilities.

4.3.2 Proposal Format

The Proposal submitted in response to this Solicitation must:

- a. Be responsive to all Solicitation requirements;
- b. Be in the 8 1/2" by 11" paper layout;
- c. Be clearly legible; and
- d. Be presented using font type Verdana, or Arial, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices.

4.3.3 Proposal Signature

Respondent's authorized representative must sign on all exhibits and forms requiring a signature. A Proposal without the required signatures is not responsive to the Solicitation and will be disqualified. Unsigned Proposals will not be evaluated; these Proposals will be kept with the procurement file and not be returned to the Respondent.

4.3.4 Discrepancies

In the event of any discrepancies or variations between copies, TWC is under no obligation to resolve the inconsistencies and may make its scoring and selection decision, accordingly, including the decision to potentially disqualify a Proposal. If Respondent fails to submit its Proposal in accordance with this Solicitation, TWC, in its sole discretion, will determine the version to be used as the original or may disqualify the Proposal. If the Respondent submits a redacted Public Information Act Proposal (see Section 3.10) as the "Original," or only Proposal, TWC will disqualify the Proposal, and it will not be evaluated. TWC will not accept submissions after the "Deadline for Submission of Proposals" in **Section 1.3 (Schedule of Events)** to remedy discrepancies or variations in Proposal submissions.

4.3.5 Exceptions

Each Respondent is highly encouraged, in lieu of including exceptions in a Proposal, to address all issues that might be advanced by way of exception by submitting such issues as questions pursuant to **Section 4.1.3 (Written Questions)**.

Any exception included in a Proposal may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Proposal, Respondent is required to use **Form 1 - Execution of Response** of this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Form 1 - Execution of Response** may be

rejected without consideration. Respondent must clearly identify the specific section and language to which it takes exception, propose specific alternative language, and describe its reasoning for requesting the exception. TWC will only consider exceptions submitted on **Form 1 - Execution of Response.**

No exception, nor any other term, condition, or provision in a Proposal that differs from or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by TWC.

Excessive exceptions, exceptions which are not presented as required, or deviations by the Respondent to **Attachment 1 - Terms & Conditions** or **Attachment 2 - Uniform General Conditions (UGCs)**, may delay negotiations resulting in a shorter Contract Term, may cause Respondent's Proposal to be deemed non-responsive or unacceptable for award and be removed from further consideration without discussion. If a Respondent proposes exceptions to the Terms & Conditions or the Uniform General Conditions, TWC may make an award without discussion to another Respondent that did not propose exceptions to the Terms & Conditions or Uniform General Conditions.

4.3.6 Binding Offer

A Proposal should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Proposals constitute binding offers. **Any Proposal that includes any type of disclaimer or other statement indicating that the Proposal, or any portion of the Proposal, does not constitute a binding offer may be disqualified, as determined by TWC in its sole discretion.**

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 4.3.5 (Exceptions)**, the Respondent may be disqualified from further consideration for Contract award.

4.4. PROPOSAL SUBMISSION AND DELIVERY

4.4.1 Deadline

Proposals must be received by PHS as prescribed no later than the date and time specified in **Section 1.3 (Schedule of Events)**.

TWC is not responsible for Proposals emailed late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

4.4.2 Submission Method-TWC Bonfire Portal

Texas Workforce Commission (TWC) has implemented the eProcurement platform Bonfire. Respondent must upload all documentation indicated as Required Documentation to: <https://twc-texas-gov.bonfirehub.com/portal/?tab=openOpportunities>. Proposal submissions by any other method will not be accepted.

To respond to this Solicitation, Respondent must register through the Bonfire website, there is no charge to register.

Step-by-step instructions are available at:

[Standard Vendors – Bonfire Vendor Support \(gobonfire.com\)](#)-Vendor-Registration.

For a quick tutorial on how to upload a submittal, visit: [Creating and Uploading a Submission to Bonfire](#).

Any issues with uploading shall first be addressed with Bonfire Technical Support at the contact information included in Procurement Information Summary and Bonfire Instructions to Respondents document.

Respondents must contact the Sole Point of Contact prior to deadline if there are issues with using Bonfire and an alternate submission method may be required. Failure to contact the Sole Point of Contact via Bonfire, well before the deadline to make alternate arrangements will disqualify any subsequent submittal of response.

In no event will TWC be responsible or liable for any delay or error in delivery. TWC is not responsible for electronic submissions that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TWC anti-virus or other security software. To confirm receipt of all electronic submissions, Respondent should request a confirmation through bonfirehub.com.

Proposals must be RECEIVED by TWC by the Proposal Deadline identified in Section 1.3 (Schedule of Events).

Hard copies received will not be accepted or reviewed.

It is the Respondent's responsibility to appropriately mark and upload the Proposal to Bonfirehub.com by the specified date. Each Respondent is solely responsible for ensuring its Proposal is submitted in accordance with all Solicitation requirements and ensuring timely receipt by TWC.

4.4.3 Ownership of Proposals

All materials submitted by a Respondent will become the property of TWC and may be used as TWC deems appropriate. A Proposal will not be returned to the Respondent.

4.4.4 Modifications and Withdrawals

Prior to the Proposal submission deadline in **Section 1.3 (Schedule of Events)**, Respondent may: (1) withdraw its Proposal by deleting the response in the TWC Bonfire Portal; or (2) modify its Proposal via the TWC Bonfire Portal. When amending its Proposal, Respondent must follow the instructions provided by Bonfire, revising the section(s) intended, submit and finalize.

4.5. ADDITIONAL INFORMATION

By submitting a Proposal, the Respondent grants TWC the right to obtain any information from any lawful source, including the Comptroller's VPTS, regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply goods and/or services and to fulfill requirements under

this Solicitation, and the past history, practices, conduct, ability and eligibility of any director, officer, or key employee of the Respondent. By submitting a Proposal, the Respondent releases from liability and waives all claims against any party providing information about the Respondent at the request of TWC.

TWC may contact references provided in response to this Solicitation. TWC may contact Respondent's clients or solicit information from any available source, including the Comptroller's VPTS.

Any information received may be grounds for disqualification if that information, in TWC's sole discretion, suggests that the Respondent may perform poorly if selected.

4.6. AMBIGUITY, CONFLICT, OR DISCREPANCY

Respondent must notify the **Sole Point of Contact (Section 4.1.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in the Solicitation in the manner and by the deadline described in **Section 4.1.3 (Written Questions)**.

If Respondent fails to properly and timely notify the **Sole Point of Contact (Section 4.1.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, need for clarification, or other error in the Solicitation, Respondent:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. Submits a Proposal at its own risk;
- c. May not contest the interpretation by TWC of such provision(s); and
- d. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or TWC's later correction.

4.7. CHANGES, MODIFICATIONS, AND CANCELLATION OF SOLICITATION

TWC reserves the right to make changes to or cancel this Solicitation. TWC will post all Notices of cancellation or changes and modifications to the Solicitation, whether made as a result of a potential Respondent's written inquiries or otherwise, will be published on the Bonfire Portal and a notification will be posted on the ESBD.

ARTICLE V. PROPOSAL EVALUATION AND AWARD PROCESS

5.1. WRITTEN PROPOSAL EVALUATION

Each member of the evaluation team will read the Proposals in preparation for evaluation. The evaluation team will score all Proposals that pass initial screening (**Section 5.4, Initial Compliance Screening**), even if there is only one viable Proposal. Proposals will be scored against the criteria in **Section 5.6 (Written Proposal Evaluation Criteria)**.

Proposals will be evaluated utilizing aggregated individual scoring outlined in this Article (**Article V, Proposal Evaluation and Award Process**). The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores, unless BAFOs are conducted.

5.2. CONFORMANCE WITH STATE LAW

Proposals shall be evaluated in accordance with Texas Government Code § 2155.074(b). TWC shall not be obligated to select the lowest priced Proposal but shall make an award to the Respondent that provides the best value to the State of Texas.

5.3. EVALUATION PROCESS OVERVIEW

Proposals that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Proposal. The evaluators will review the Proposals considering the criteria listed in **Section 5.6 (Written**

Proposal Evaluation Criteria). Evaluators will individually score the Proposals.

5.4. INITIAL COMPLIANCE SCREENING

TWC will review Proposals for compliance with the responsiveness (see **Attachment 4 (Proposal Submission Checklist)** for a list of required information) and for demonstrated ability to meet the **Minimum Qualifications (Section 5.5)** required to advance to evaluations. Failure to meet the **Minimum Qualifications (Section 5.5)** will result in the disqualification of the Proposal.

TWC will automatically disqualify any Proposal that does not include one or more of the completed and signed (as applicable) documents listed in **Attachment 4 (Proposal Submission Checklist)**.

All Proposals will be screened for inclusion of all required information prior to release to the evaluation team. Any non-responsive Proposal or non-responsive and/or extraneous portion of a Proposal may be excluded from further consideration for selection.

Additional information or materials included in a Proposal and not requested by TWC is considered extraneous.

5.5. MINIMUM QUALIFICATIONS

A Respondent must meet the Minimum Qualifications listed below. Respondents that do not meet the Minimum Qualifications listed below will be disqualified from consideration.

- a. Respondent must have recently been in business for a minimum of three (3) years within the past 10 years, or the principals/owners must have had ownership/executive management experience within the last three (3) years in a previous company that provided Data Center Renovations.
- b. Respondent has submitted an HSP in accordance with **Section 6.6 Hub Subcontracting Plan.**

- c. Respondent has submitted Form 4 – Financial Soundness Questionnaire in accordance with **Section 6.4.1 Financial Soundness**.
- d. Respondent has submitted the Proposal in accordance with **Section 4.4, (Proposal Submission and Delivery)**. See also the optional Proposal Submission Checklist at **Attachment 4**.
- e. Respondent who receives an overall score on the VPTS of "D" or below shall be disqualified from consideration for award.

5.6. WRITTEN PROPOSAL EVALUATION CRITERIA

TWC shall consistently evaluate and score Proposals in accordance with the following criteria. See also **Attachment 3 – Evaluation Scoring Matrix**.

Evaluation Criteria	Weight
A. Cost	40
B. Pre-Proposal Conference Attendance	15
C. Respondent's Past Project Performance (3 projects at 10 points each)	30
D. Project Milestone Schedule	15
E. Financial Questionnaire	Pass/Fail
F. HUB Subcontracting Plan	Pass/Fail
G. Letter of Bonding Capacity	Pass/Fail
H. Written Narrative of Qualifications	Pass/Fail
I. Execution of Response	Pass/Fail
Total	100

- a. Cost/Price or Reasonableness of Price (40 points)
- b. Pre-Proposal Conference Attendance (15 Points)

Respondent will be awarded 15 points for attendance at the Pre-Proposal Conference. Completing the information on the sign-in sheet is required to be awarded the points.

- c. Past Project Performance (**Form 3-Past Project Performance Sheet**) (3 evaluations at 10 points each; total of 30 points).

The content to be included on the Past Project Performance Sheet is described in Section **6.3. Past Project Performance** below.

- d. Project Milestone Schedule (15 points)

The content to be included in the Project Milestone Schedule is described in Section **6.1.2. Project Milestone Schedule**.

- e. Financial Soundness Questionnaire (Pass/Fail)

- f. HUB Subcontracting Plan (HSP)

Respondents are required to submit a HUB Subcontracting Plan per Section 6.6. This is a Pass/Fail criteria.

- g. Letter of Bonding Capacity

Respondents are required to submit a Letter of Bonding Capacity as per Section 3.18. This is a Pass/Fail criteria.

- h. Written Narrative of Qualifications

Respondents are required to submit a written Narrative of Qualifications per Section 6.1.1. This is a Pass/Fail criteria.

- i. Execution of Response

Respondents are required to submit an Execution of Response per Section 6. 5. This is a Pass/Fail criteria.

5.7. BEST AND FINAL OFFER (BAFO)

TWC may, at its sole discretion, following the execution of **Section 5.1 (Written Proposal Evaluation)**, request BAFOs from all Respondents or, only those Respondents whose Proposals meet the Advancement Criteria (**Section 5.11**). The request for a BAFO will allow a Respondent the opportunity to revise its original Proposal, including pricing. Revisions must be submitted in the manner and form prescribed by the BAFO request. Requests will be sent to the point of contact provided by the Respondent. TWC is not responsible for a Respondent's failure to timely receive the BAFO request.

A Respondent should provide its best offer in its original Proposal. Respondents should not expect or assume that TWC will request a BAFO. TWC reserves the right to request more than one BAFO from each of the selected Respondents; however, multiple, successive Proposals are not envisioned since a BAFO is intended to be a "best and final offer." If a response is submitted to a request for a BAFO, the Final Written Response Scores or Total Score (as outlined by **Section 5.8 Final Written Response Score and Total Score**) will be revised in accordance with the stated criteria in **Section 5.6 (Written Response Evaluation Criteria)** as to any changes made to the Respondent's original Proposal. A request for a BAFO does not guarantee an award or further negotiations.

If a BAFO is requested by TWC and submitted by the Respondent, it will be evaluated based on the criteria listed in **Section 5.6 (Written Response Evaluation Criteria)**, rescored, and ranked by the evaluation committee.

TWC reserves the right to continue to evaluate BAFO Responses until such point as it has determined that it has obtained best value for the State, as defined by Texas Government Code § 2157.003.

5.8. FINAL WRITTEN RESPONSE SCORE AND TOTAL SCORE

A Respondent's Final Written Response Score is the score from the **Written Proposal Evaluation (Section 5.1)**. If a BAFO is requested, the Final Written Response Score may be adjusted in accordance with **Section 5.7**.

(Best and Final Offer (BAFO)). Final Written Response Score may not always determine best value or selection for negotiation and award. See **Summary of Best Value Determination (Section 5.9)** for more information.

5.9. SUMMARY OF BEST VALUE DETERMINATION

The final selection for award will be based on best value, as determined by this section. This includes, but is not limited to, any scoring adjustments for outliers, Best and Final Offers, Oral Presentations, Site Visits, or other additional considerations as specified by this Solicitation. A Respondent is encouraged to thoroughly review the processes outlined in this **Article-V Proposal Evaluation and Award Process**, as it documents the best value considerations to be made by TWC in selecting a Respondent for negotiation and Contract award.

5.10. REQUESTS FOR CLARIFICATION

By submitting a Proposal, Respondent grants TWC the right to ask questions and request clarification. As part of the initial evaluation, the evaluation committee may request clarification. Clarifying questions to a Respondent are to resolve conflicting information, apparent ambiguities, or minor clerical errors within the Proposal.

5.11. ADVANCEMENT CRITERIA

After the written Proposal evaluation, Respondent may be selected for invitation to Additional Evaluation Activities that may include one or both of the following: Clarifications and Technical Discussions.

A Respondent that does not meet the Advancement Criteria in this Section will not be asked to Additional Evaluation Activities. Their Final Written Response Score will be considered their Total Score, and the Respondent may not be further considered for Contract award.

To further identify the Respondent providing the best value, Respondents selected for Additional Evaluation Activities will be the final group of

Respondents eligible for award. Additional Evaluation Activities will allow for revised points for the Respondent's Final Written Response Score to replace the original Technical Score. This will be the Final Written Response Score with any adjusted points received, if applicable.

TWC may require Additional Evaluation Activities from any or all Respondents to make a determination for award recommendation. Information from the Additional Evaluation Activities will be used in addition to the scoring of the criteria in **Section 5.6 (Written Proposal Evaluation Criteria)**. TWC will provide Respondents with advance notice of any such Additional Evaluation Activities. Advance notice will include an agenda and specific scenarios or use cases for each category or criteria listed in this Section. Respondents will be responsible for their own presentation equipment. Failure to participate in the requested Advanced Evaluation Activities may eliminate a Respondent from further consideration. TWC is not responsible for any costs incurred by the Respondent in preparation for any Additional Evaluation Activities. All costs incurred by Respondent are the responsibility of Respondent.

ARTICLE VI. REQUIRED PROPOSAL INFORMATION

Submitting proposal information through Bonfire

Respondent shall submit its Proposal as identified below to the TWC Bonfire Portal at Bonfirehub.com by the due date identified in **Section 1.3 – Schedule of Events** and in accordance with the requirements in **Article IV – Proposal Process**.

Respondent shall upload the following into Bonfire:

1. A Written Narrative of Qualifications: Section 6.1.1 – Executive Summary and 6.1.3. Key Personnel, combined into one document.
2. Project Milestone Schedule (See Section 6.1.2)
3. HUB Subcontracting Plan (see Section 6.6)

4. Cost Proposal (see Section 6.7, Cost Proposal)
5. Title Page (provided in Bonfire)
6. Execution of Response (see Section 6.5, Execution of Response)
7. Past Project Performance Reference sheets, 1-3 examples. (See Section 6.3, Past Project Performance References.)
8. Letter of Bonding Capacity (See Section 3.18 Bonds)
9. Financial Soundness Questionnaire (see Section 6.4.1 Financial Soundness)
10. Substitute W9 and Direct Deposit Form

6.1. NARRATIVE PROPOSAL

6.1.1. Executive Summary

Respondent must provide an Executive Summary (excluding cost information) that includes an Organization Narrative that asserts the Respondent is providing, in its Proposal, all the requirements of this Solicitation, including **Article II, Scope of Work**. The Executive Summary must demonstrate Respondent's understanding of TWC goals and objectives for this Solicitation and must provide a detailed narrative explaining why it is qualified to provide the services enumerated in **Article II, Scope of Work**, focusing on key strengths and competitive advantages.

If the Respondent is providing goods and/or services beyond those specifically requested, those goods and/or services must be identified. If the Respondent is offering goods and/or services that do not meet the specific requirements of this Solicitation, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. The Respondent should realize, however, that failure to provide the goods and/or services specifically requested may result in disqualification.

Respondent must also provide a detailed narrative explaining why it is qualified to provide the services enumerated in **Article II, Scope of Work**, focusing on key strengths and competitive advantages.

The Executive Summary must not exceed four (4) pages and should represent a full and concise summary of the contents of the Proposal.

Respondent must not include any pricing information or estimated savings in the Executive Summary.

6.1.2. Project Milestone Schedule

Respondent must provide a Project Milestone Schedule that includes all of the following:

- a. Length in calendar days between the Notice to Proceed and Substantial Completion Date.
- b. All major trade work items and lead times for critical material deliveries.
- c. Alternates in the Project Milestone Schedule per the phasing plan in the Construction Drawings.
- d. Note in the Project Milestone Schedule any time period when there may be an interruption of power or utility service. Please include an approximate window of the time for the anticipated shut down.

The Project Milestone Schedule will be evaluated as described in **Section 5.6. Written Proposal Evaluation Criteria.**

6.1.3. Key Personnel

Respondent must discuss and provide information for the individual(s) who will be responsible for overseeing the day-to-day performance and services in their Executive Summary. Provide staffing profiles and resumes for all Key Personnel who will be assigned to the TWC Contract that demonstrates their ability to perform the services specified in the RFP.

6.2. CONTRACT PERFORMANCE

The Respondent shall state whether or not any of the following have occurred during the last five (5) years in accordance with **Form 3- Past Project Performance Sheet**, if applicable, in the "Miscellaneous Comments" Section:

- a. The Respondent has been assessed any Sanctions, including liquidated damages or other such monetary remedies, under any existing or past contracts, and, if so, note the reason for and the amount assessed or paid for each incident.
- b. The Respondent was the subject of (i) any threatened, pending, or resolved disciplinary action for substandard work and/or unethical practices; or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.
- c. The Respondent has been involved in any civil or criminal litigation and/or entered into any compromise agreement, settlement agreement, or resulting consent decree or judgements, if applicable, related to contract performance, the goods and/or services sought by this Solicitation, or that a reasonable person knowledgeable of the applicable industry would consider relevant to the work under the Contract. Respondents are not required to violate any confidentiality provision but must provide information not prohibited from disclosure.
- d. Indicate if your company has had a project terminated, stopped in the middle, contract terminated for default or convenience within the past five (5) years. If yes, provide explanation including full details, the other party's name, address and telephone number.
- e. List all call backs or warranty items performed; describe your company's warranty procedures.

6.3. PAST PROJECT PERFORMANCE REFERENCES

Respondent shall provide verifiable references (see **Form 3 - Past Project Performance Reference Sheet**) of three (3) projects completed over the last five (5) consecutive years of similar size and scope, that demonstrate experience of the company to manage and successfully complete this

project. If projects differ in size and scope, provide an explanation, and describe common elements, issues, and risks with this project.

The Past Project Performance examples will be evaluated as described in Section **5.6. Written Proposal Evaluation Criteria.**

6.4. FINANCIAL INFORMATION

The Respondent must include the following items in its Proposal unless it is a governmental entity. Failure to include any of the information listed may result in disqualification of the Respondent's Proposal. If TWC learns of a failure to disclose after a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.

6.4.1 Financial Soundness

The Respondent must complete **Form 4 – Financial Soundness Questionnaire**. Failure to include any of the items listed for the appropriate company type may result in disqualification of the Respondent's Proposal. If TWC learns of a failure to disclose after a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.

If the failure to disclose is not learned until a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.

6.5. EXECUTION OF RESPONSE

Respondent must complete, sign, and return **Form 1 – Execution of Response**. By signing, Respondent agrees to provide the goods and/or services described in this Solicitation and agrees to abide by all TWC Terms and Conditions as specified in this Solicitation and in any Contract resulting from an award.

Respondent must provide the name, address, and telephone number of Respondent's point of contact for any questions regarding the Proposal and, if different than the point of contact for questions about the Proposal, the name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation.

6.6. HUB SUBCONTRACTING PLAN

TWC requires, as a condition of an award, that Respondents comply with Texas Government Code Chapter 2161, Subchapter F and TWC's HUB Plan relating to the State's program on Historically Underutilized Businesses (HUBs). Respondents must comply with Texas Workforce Commission HUB Subcontracting Plan (HSP) Procedure.

All Respondents responding to this RFP, including those that are HUB certified or those who do not plan to subcontract, must complete a HUB Subcontracting Plan (HSP) in accordance with the state's policy on utilization of HUBs. The HSP must be included as part of the response to this RFP. Respondent must demonstrate a good faith effort to contract with new HUBs. If the Respondent does not plan to subcontract, Respondent must state that fact in its HSP.

Failure to submit a complete HSP as instructed will result in disqualification of the response.

Respondent must submit the HUB Subcontracting Plan in accordance with **Section 4.4 (Proposal Submission and Delivery)**. The HSP should be labeled: "HUB Subcontracting Plan (HSP)," and include all supporting

documentation in accordance with **Attachment 10 – HUB Subcontracting Plan Guide** and **Attachment 11 - HSP**.

The TWC HUB goal is 32.9 percent for all special trade construction contracts.

If awarded, the Awarded Contractor will be required to submit a monthly compliance report (**Prime Contractor Progress Assessment Report – PAR**) to TWC by the 5th of the month without exception. (See **Attachment 12 – PAR Form** and **Attachment 13 – “How to Complete The PAR”**).

A courtesy review of a Respondent's completed HSP by TWC is optional and is available upon request to assist Respondent in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, and a final compliant determination cannot be provided until the Proposal is submitted.

To request a courtesy review, submit the completed HSP, including all supporting documentation, in a PDF format by e-mail to the TWC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in **Section 1.3 (Schedule of Events)**.

E-Mail for Courtesy Review: TWCHUBINFO@twc.texas.gov.

E-mail Subject Line: HSP Courtesy Review, No. 3202500173 MoPac Data Center Renovations

Due Date: In accordance with the deadline in **Section 1.3 (Schedule of Events)**

HSPs received after the courtesy review deadline in **Section 1.3 (Schedule of Events)** will not be reviewed. A response regarding the HSP will be provided at least ten (10) days prior to the Proposal Submission Deadline in **Section 1.3 (Schedule of Events)** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Proposal by the deadline in **Section 1.3 (Schedule of Events)**. Proposals that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code § 2161.252(b).

Access HSP Form:

The HUB Subcontracting Plan may be accessed at the Comptroller's website at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

TWC finds that this contract contains subcontracting opportunities in the following service area. However, you are not restricted to these trades only.

NIGP Codes:

914-27 Carpentry
910-82 Wiring & Other Electrical Maintenance & Repair Services
912-40 Demolition Services
914-50 Heating, Ventilating and Air Conditioning (HVAC)
914-68 Plumbing
910 - 54 Painting, Maintenance and Repair Services, Including Caulking
990-42 Fire Alarm and Safety Services, Including Installation of Equipment
906-07 Architect Services, Professional, (Not Otherwise Classified), Including Consulting
915 - 28 Electronic Information and Mailing Services
946 - 11 Accounting Services (Not Otherwise Classified)
208 - 12 Architectural Software, Microcomputer
909 - 33 Contractor Compliance Monitoring Services"
968 - 47 Inspection Services, Construction Type"
992 - 47 HVAC System Testing, Balancing and Troubleshooting Services"
992 - 39 Electrical Systems Testing Services"
918 - 88 Quality Assurance and Control Consulting"
920 - 65 System Requirements Quality Assurance Review"
912 - 20 Construction, Fire Protection: Fire Escapes, Fire and Smoke Barriers, Firestops"
958 - 96 Waste Management Services"
926 - 45 Hazardous Material and Waste Services, Including Emergency Response and Nuclear Wastes"
914 - 28 Cleaning, Interior and Exterior, New Construction"
981 - 38 Fire Protection Systems and Supplies Rental or Lease"
992 - 47 HVAC System Testing, Balancing and Troubleshooting Services"

CMBL Instructions:

Locate a list of HUB subcontractors on the Centralized Masters Bidders List (CMBL) at:

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do>

- a. Select: HUBs Only,
- b. Multiple Vendor Search,
- c. Enter: NIGP Class / Item Code
- d. Highway District #, click on Search.

6.7. COST PROPOSAL

In accordance with this **Section 6.7**, cost information must be included as a separate document and presented only in the format set forth in **Form 2 – Cost Proposal** of this Solicitation.

Respondent must state pricing for all goods and/or services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by TWC during the initial Contract Term and any renewal or extension periods. The Cost Proposal must be submitted and labeled as specified in **Section 4.4 (Proposal Submission and Delivery)**. No reimbursement is available to the Successful Respondent beyond the amount agreed to be paid for the goods and/or services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.

The Cost Proposal provided is for the goods and/or services as specified in this Solicitation and shall include all labor, materials, tools, supplies, equipment, and personnel necessary to provide the goods and/or services according to the minimum specifications, requirements, provisions, and Terms and Conditions set forth in this Solicitation.

6.8. OPTIONAL PROPOSAL SUBMISSION CHECKLIST

A **Proposal Submission Checklist (Attachment 4)** is provided to assist a Respondent in preparing a responsive Proposal. The checklist is not a requirement and does not need to be attached to a Proposal. Respondent is

responsible for reviewing all Solicitation requirements and ensuring it submits all materials for a complete Proposal.

LIST OF ATTACHMENTS AND FORMS

<u>Attachment 1</u>	TWC's Terms & Conditions
<u>Attachment 2</u>	Uniform General Conditions
<u>Attachment 3</u>	Evaluation Scoring Matrix
<u>Attachment 4</u>	Proposal Submission Checklist
<u>Attachment 5</u>	Supplementary General Conditions
<u>Attachment 6</u>	Prevailing Wage Scale
<u>Attachment 7</u>	Project Drawings
<u>Attachment 8</u>	Project Manual
<u>Attachment 9</u>	Asbestos Documents (N/A to this Project)
<u>Attachment 10</u>	HUB Subcontracting Plan Guide
<u>Attachment 11</u>	HUB Subcontracting Plan (HSP) Form
<u>Attachment 12</u>	Progress Assessment Report (PAR)
<u>Attachment 13</u>	How to Complete the PAR
<u>Attachment 14</u>	Substitute W9 and Direct Deposit Form Instructions
<u>Form 1</u>	Execution of Response
<u>Form 2</u>	Cost Proposal
<u>Form 3</u>	Past Project Performance Sheet
<u>Form 4</u>	Financial Questionnaire
<u>Form 5</u>	Title Page
<u>Form 6</u>	Substitute W-9 and Direct Deposit Form