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

REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER-AT-RISK
FOR
J. E. Rudder Building Utilization and Modernization

PROJECT #25-026-3113

RFQ #0006461

Dated: October 14, 2025

Qualifications and HUB Subcontracting Plan
Due Date: November 4, 2025 @ 3:00 PM

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SECTION I - GENERAL

1. SCOPE: In accordance with the provisions of Texas Government Code, Chapter 2269, Subchapter F, Construction Manager-at-Risk Method, and Rules and Procedures adopted by the Texas Facilities Commission (TFC), TFC is requesting qualifications for a Construction Manager-at-Risk (CMR) to provide Pre-Construction and construction management services for Project #25-026-3113, James E. Rudder State Office Building Utilization and Modernization Project located at 1019 Brazos Street, Austin, Texas, hereinafter described as the "Project". This Project will be administered by TFC and it's Project Management Firm (PMF), Square One Consultants. This procurement will be a two-step award process with a two-part work requirement.
   A. Step One of the solicitation will include a submittal of company experience and qualifications focusing on projects of similar size and type, schedule and construction. Respondents will be evaluated on experience and qualifications, as detailed in Section V, Submission Requirements. Only the highest ranked 5 or fewer Respondents will be shortlisted based on this evaluation and invited to participate in interviews. Based on the interviews, the short-listed firms may be invited to participate in Step Two.
   B. Step Two of the solicitation will include the short-listed firms participating in interviews. The short-listed firms participating in the interviews may be requested to submit pricing information related to indirect construction costs as detailed in Section V, Submission Requirements.
2. COST OF WORK: Respondents to the RFQ should consider the "Cost of Work" as Thirty Million, Nine Hundred Thousand dollars ($30,900,000.00), not including any Pre-construction Management fees, Construction Management fees, and Construction General Conditions.
3. CONTRACT TERM: Construction is required to commence within five (5) calendar days after the Notice to Proceed for Construction is issued. For planning purposes, the pre-construction period is estimated to be one hundred thirty-seven (137) calendar days. The construction contract period shall be for a term not to exceed one hundred eighty-eight (188) calendar days or to achieve Substantial Completion NLT 12/08/2026, except as may be otherwise amended.
4. FUNDING: This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article in the CMR Service Contract shall apply.
5. AGENCY POINT OF CONTACT: The contact listed below shall be the sole point of contact during this solicitation. Any discussions regarding this solicitation with other agency personnel or TFC contractors, or sub-contractors may be grounds for disqualification. If primary is unavailable, Respondent may reach out to the secondary contact.

A. Primary Contact:

1) Purchaser Name: James Gonzalez, CTCD, CTCM
2) Purchaser Phone: 512-936-0647
3) Purchaser Email: james.gonzalez@tfc.texas.gov

B. Secondary Contact

1) Purchaser Name: Rico Gamino, CTCD, CTCM
2) Purchaser Phone: 512-3567
3) Purchaser Email: rico.gamino@tfc.texas.gov

6. DEFINITIONS: All words and phrases in this RFQ in initial caps shall have the meanings set out in this section. All undefined and capitalized terms used herein shall have the meaning given to them in the Uniform General Conditions or Attachment G – CMR Service Contract Template.:

TERM	DEFINITION
Addendum	A modification of the specifications issued by TFC.
Electronic State Business Daily (ESBD)	The designated website that state agencies, universities, and municipalities use to post formal solicitations (over $25K), addenda to posted solicitations, and awards. The link to the ESBD is http://www.txsmartbuy.gov/esbd.
Good Faith Effort	Effort required by vendors when completing the HUB Subcontracting Plan, which demonstrates the Respondent has completed one of the following for the planned subcontracting needs: A) Using strictly HUBs for all subcontracting needs, B) Meeting stated agency goal for HUB subcontracted needs using both HUB and Non-HUB vendors, C) Performing "Traditional Good Faith Effort" of notifying two minority/women trade organizations and soliciting bids from three HUBs for each subcontracting opportunity, and allowing seven business days for response, D) Self-Performing Contract (performing all work with own materials and labor), or E) Utilizing a Mentor Protégé relationship (a formal agreement that is recognized by the State of Texas Comptroller of Public Accounts. For a listing of Mentor Protégé agreements click on link: http://esbd.cpa.state.tx.us/hubmenpro/menpro_pairs.cfm.
Guaranteed Maximum Price (GMP)	The maximum sum that TFC shall be responsible to pay for the completion of the Project.

TERM	DEFINITION
Historically Underutilized Business (HUB)	Pursuant to Texas Government Code (TGC), Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American, an American Woman, and/or a United States Veteran with a minimum 20% Disability rating; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
HUB Subcontracting Plan (HSP)	The Historically Underutilized Business (HUB) Subcontracting Plan (HSP) required by TGC, Chapter 2161 and by Title 34, Chapter 20, Part 1, Subchapter D, §20.281-§20.298 of the Texas Administrative Code (TAC).
Interview	Secondary evaluation process during a two-step evaluation phase, to include five or fewer respondents evaluated to be 'most qualified' and/or in the competitive range, for the purpose of further distinguishing between the initial solicitation response through verbal questioning and re-scoring of the evaluation criteria.
Owner	The Texas Facilities Commission
Project Manager	The individual designated by the Owner authorized to represent the Owner during the performance of the contract.
Project Management Firm (PMF)	The firm designated by the Owner authorized to represent the Owner during the performance of the contract. PMF is Square One Consultants.

SECTION II - PROJECT DESCRIPTION

1. PROJECT DESCRIPTION**:** TFC seeks a Construction Manager-at-Risk (CMR) for the J.E. Rudder Building Utilization and Modernization project. This project involves a comprehensive interior remodel of a mid-rise, six-level (basement plus five floors) government office building. The objective is to deliver a fully modernized, high-performance Class A office environment. The project demands a high degree of coordination and expertise due to its location in downtown Austin and the building's potential historical significance, which may require specialized preservation techniques and methodologies.

2. ASBESTOS ABATEMENT: For the consideration of this RFQ, TFC is assessing any known asbestos materials in the existing facility to be abated prior to demolition and construction. Any asbestos abatement of the building is to be considered part of the construction contract and budget of this RFQ.

3. THIRD PARTY TESTING: TFC shall provide or contract with third party for Testing and Balancing Services, RAS Review, Commissioning (CxA and BECx), and Construction Materials Testing, and others if needed to support the project.

4. PROJECT SCHEDULE AND PHASING: This project shall be executed on an aggressive, fast-track basis. The total duration for the construction phase, from Notice to Proceed to Substantial Completion of all six (6) floors, shall not exceed seven (7) months. The construction of each of the six (6) floors is allocated for a duration of approximately three (3) months. To achieve the overall project completion date, the commencement of work on each subsequent floor shall be staggered by three (3) weeks from the start of the preceding floor. A preliminary baseline schedule illustrating this critical path and phasing strategy is included as an attachment to this RFQ and shall form the basis of the Respondent's approach and methodology.

5. **See Attachment H – Owner's Project Requirements, Attachment I – Utilization and Modernization Construction Narrative, Attachment J – Preliminary Space Management Layout for JE Rudder Bldg. Utilization and Modernization, and Attachment L- High Level Sequencing Schedule for additional information**

   NOTE: All vendors interested in getting access to Attachment J – Preliminary Space Management Layout for JE Rudder Bldg. Utilization and Modernization for this solicitation must fill out Attachment K - Confidentiality and Non-Disclosure Agreement and submit to the Purchaser at james.gonzalez@tfc.texas.gov.

SECTION III - SCOPE OF WORK

1. SERVICES: CMR services shall be comprehensive in nature and will include but not be limited to: pre-construction services, estimation services, participating in constructability reviews, development/management of complex critical path schedules and bidding multiple packages as necessary to execute the project scope of work. The number of bid packages and Guaranteed Maximum Price amendments to be determined by TFC in cooperation with the PMF, A/E and CMR.
2. PART ONE – PRE-CONSTRUCTIOM: Collaborate with TFC, it's Architects and Engineers (A/E), the PMF, third party consultants, and stakeholders during the completion of construction documents including review and comments at each negotiated milestone prior to completion of Construction Documents. The Construction Manager at Risk (CMR) role during the design stage will be as an advisor on constructability, scheduling, construction costs and value engineering. The CMR will assist with cost estimating and various required pricing activities. The CMR shall provide accurate analysis of the cost of all systems and construction contemplated for the project. The CMR shall keep TFC and the entire project team advised on maintaining target costs throughout the entire design phase and shall prepare detailed

formal estimates of the cost of the work based on the following anticipated design packages:

- Program Verification
- Schematic Design
- Design Development
- Three or more Construction Document Bid Packages (GMPs)

The Respondent's expertise will be used to affect value engineering, establish a project schedule and ultimately determine the GMP. The services include attending meetings, consultation of plan reviews, constructability reviews, and cost estimating. Provide CMR services from pre-design through construction close-out, as described in Attachment G – CMR Contract Template.

CMR will work closely with TFC to collaborate with stakeholders, Project Management Firm (PMF), project manager (Owner's Designated Representative), Architect and Engineers, and sub-contractors during the development, completion and implementation of construction documents. CMR to work closely with Third Party Consultants including but not limited to: Testing, Adjusting and Balancing (TAB) firm, MEP Commissioning Authority (CxA) and Building Envelope Commissioning Authority (BECxA). Provide CMR services from pre-design through construction close-out as described in Attachment G – CMR Contract Template.

3. PART TWO - CONSTRUCTION: 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.

   A. Attend and participate in all meetings with TFC, PMF, and A/E, to include but not be limited to construction coordination and progress meetings, stakeholder meetings, City/County and other Authorities Having Jurisdiction (AHJ) department coordination meetings;

   B. Develop and manage project control systems; manage compliance with insurance requirements; manage quality control and compliance programs; facilitating constructability reviews as necessary; supervising construction; preparing and reviewing testing, commissioning and other reports, preparing and reviewing standards and manuals; training services; and effectively monitoring and managing project risks and costs;

   C. Provide construction schedule coordination to minimize health and safety risks to surrounding neighborhood(s);

   D. Provide all permits, barricades, street closures, and coordination with the City/County or other AHJ as required to complete the Project;

E. Provide fencing for Project site and contractor staging areas, traffic control personnel to direct traffic, and covered pedestrian walkways, as necessary;

F. Provide coordination with TFC, PMF, A/E, and TFC consultants for inspections and testing required to complete the Project and to obtain available energy rebates;

G. Submit, maintain, and archive all TFC required documentation through TFC's electronic project management control system;

H. Provide video recording of training to Secretary of State personnel on the operation and maintenance of all new equipment and systems delivered in the Project;

I. Provide warranty management for one year following the date of the Letter of Substantial Completion, including inspections and documentation, as necessary, and a site walk prior to the expiration of the warranty period.

4. SUBCONTRACTORS: Subcontractors providing services shall meet the same requirements and level of experience as required of the Respondent. No subcontract shall relieve the primary Respondent of responsibility for the service. If the Respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

   A. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors on the HUB Subcontracting Plan.

   B. Subcontracting shall be at the Respondent's expense.

   C. TFC retains the right to check a subcontractor's background and make a determination to approve or reject the use of submitted subcontractors.

   D. The Respondent shall be the only contact for TFC and subcontractors. Respondent shall list a designated point of contact for all TFC and subcontractor inquiries.

5. SATISFACTORY UNDERSTANDING: Respondents will be held to have satisfactory understanding regarding all existing conditions and to have included in the proposal an amount sufficient to cover all work including permits, fees, etc.

6. ESBD POSTING: Documents are available for review on the state of Texas Electronic State Business Daily (ESBD) at http://www.txsmartbuy.gov/esbd. Select 'Texas Facilities Commission - 303' from the **Agency Name** drop-down box and 'Posted' from the **Status** drop-down box.

SECTION IV – SCHEDULE OF EVENTS, CONFERENCES, AND SITE VISITS

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

EVENT	DATE
Issue RFQ	10/14/2025
Mandatory Pre-Submittal Teleconferences **1st PSC** **2nd PSC**	 **10/21/2025, 10:00 AM** **10/22/2025, 10:00 AM**
Deadline for Submission of Questions	10/28/2025
Deadline for Submission of Qualifications and HSP (Step One)	**11/04/2025, 3:00 PM**
Notification of Short List/Interview Selection	11/14/2025
Site Visit	11/19/2025
Interviews	**12/02/2025**
Notification of Step 2 Pricing Submittals	**12/04/2025**
Deadline for Submission of Step 2 Pricing Proposals	**12/10/2025, 3:00 PM**
Award by Commission	1/16/2026, 9:00 AM
Execute Contract	2/02/2026

2. MANDATORY PRE-SUBMITTAL TELECONFERENCES: Mandatory pre-submittal teleconferences will be held on Tuesday, October 21, 2025, at 10:00 AM and Wednesday, October 22, 2025, at 10:00 AM. Pre-registration is required to participate in the teleconference. 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.
3. **Pre-Registration is required**.

   Register in advance for the Tuesday, October 21st meeting with this link:

   Registration URL:
   https://us02web.zoom.us/meeting/register/_mSMQ2xFSAeB4AB6sBJ9ig

   Register in advance for the Wednesday, October 22nd meeting with this link:

   Registration URL:
   https://us02web.zoom.us/meeting/register/r7inlFIvTEOUKKi_1RAKOQ

   After registering, you will receive a confirmation email containing information about joining the meeting.
4. MANDATORY SITE VISIT (for Short-Listed Firms): The mandatory site visit will only be available for the short-listed firms to attend. The site visit will be held on Wednesday, November 19, 2025 at 10:00 AM. Firms shall meet in the Mail Lobby, which is located at the northwest corner of the building, 11th St. and Brazos St., Austin, TX 78701. Firms shall be responsible for finding their own parking.

SECTION V - SUBMISSION REQUIREMENTS:

1. BONFIRE SUBMISSION: TFC is using the eProcurement Bonfire Interactive. Respondents interested in submitting a response must register for a Bonfire account (No Charge). Proposals must be submitted through TFC's Bonfire Portal at: http://tfcstate.bonfirehub.com. In order to ensure that all documents are submitted before the deadline, allow enough time to upload the documents into the portal. We recommend beginning the upload process one (1) day prior to deadline date. Facsimile and email submittals are not acceptable responses to this RFQ.
2. **HUB SUBCONTRACTING PLAN (HSP) SUBMISSION**: TFC is using the HUB Compliance Reporting System (B2G) as a resource tool to accept the HSP online. Respondents must register for a B2G account (No Charge). The HSP must be submitted through TFC's HUB Compliance Reporting System (B2G) at: http://tfc.gob2g.com, B2G Access Code: **9708601745**. See Attachment D – HUB Compliance Reporting System – Online Process Guide for instructions on how to submit the HSP. Failure to submit HSP through the B2G system will result in rejection of any accompanying submittal.
3. STEP ONE REQUIRED DOCUMENTS: The initial submittal is of qualifications only. Respondents shall submit documentation through the TFC Bonfire portal link as specified in item 2 of Attachment M – Bonfire Submission Instructions. Requested documentation includes:
   A. Package 1: Required Documentation
      1) Attachment A, Execution of Submittal;
      2) Acknowledgement of Addenda;
      3) Original Bid Bond;
      4) Proof of Submission of HSP through the B2G System (Screen Print, Email Confirmation, etc. as evidence of online submission of HSP in B2G.)
   B. Package 2 – Scored Documentation
      1) Company Information;
      2) Attachment C, Contractor's Qualification Form;
      3) Experience and Qualifications;
      4) Methodology;
      5) Quality/Safety Programs & Safety Record; and
      6) Litigation History.
   C. Organization: Package pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the submittal.
   D. File format shall be as indicated in Attachment M – Bonfire Submittal Instructions.
4. STEP TWO REQUIRED DOCUMENTS: For the five or fewer Respondents chosen from Step One, Respondent shall submit one (1) original of the following:

A. Attachment B - CMR Proposal Form; and

B. Attachment F - Non-Collusion Affidavit.

5. SUBMITTAL COSTS: Respondents to this RFQ are responsible for all costs of submittal preparation and delivery.

6. STEP ONE CONTENTS: Below is a summary of required information. Submittals without this information will be evaluated accordingly. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The Attachment A - Execution of Submittal, the Attachment C - Contractor's Qualification Form, submission of HUB Subcontracting Plan through B2G system, and the Bid Bond shall be returned with the response. Failure to do so shall result in disqualification.

   A. **Company Information: <Pass/Fail>** Including, but not limited to the following:

      1) Company description
      2) Ownership information
      3) Physical and Mailing addresses
      4) Other company locations/offices
      5) Primary Contact
      6) Office and mobile telephone number, and email address of company's Primary Contact
      7) Federal Employer Identification Number
      8) Indicate if your company has ever failed to complete a project or if a project was ever stopped in the middle of a project within the past five years and if so, why.
      9) Indicate if your company has had a contract terminated for default or convenience within the past five years. If yes, provide explanation of circumstances.
      10) Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the past five years. If yes, provide explanation.
      11) Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
      12) Identify if your company is currently for sale or involved in any transaction to expand or become acquired by another business entity? If so, explain the impact both in organization and company direction.

   B. Relevant Experience and Qualifications: <40 pts.>

      1) **Relevant Experience**:

         a. Complete and submit the Attachment C, Contractor's Qualification Form. The form can be obtained electronically at the TFC website:

http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/ Document #1, Index of Forms. Respondent should also provide free-form narrative that describes in detail any qualifications and other projects not enumerated on Attachment C, Contractor's Qualifications Form.

b. Particularly indicate your firm's experience with the Construction Manager at Risk (CMR) project delivery method and similarities to the Pre-Construction and Construction scope included in this RFQ. Provide a minimum of three (3) and maximum of five (5) completed projects that demonstrate this CMR experience and for each project include the following:
   (1) How your CMR team fostered a positive, working and professional relationship with the Owner, Architect/Engineer Team, PMF, Owners Third Party Consultants and other project team members.
   (2) Demonstrate the Company's or Key Individual's relevant CMR experience for the following types of work:
      a) Historical renovation
      b) Mid-Rise Class A Office Space
      c) Low Deck to Deck MEP Coordination
      d) Downtown Logistical challenges
   (3) Project challenges and the respective techniques you applied to overcome those challenges, particularly budgeting and scheduling areas of responsibility.
   (4) How your past CMR Project experiences and lessons learned would be incorporated towards the successful completion and delivery of this project.

c. Names of top management and key employees and each person's duties. Include the background and experience of these key employees. For each CMR Team member, indicate the project participation in the example projects requested above. For each CMR Team member, provide reasons they were selected for this project including but not limited to: pertinent skills, accomplishments, and differentiators.

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

e. Specialized Project Experience: Respondent shall provide a detailed narrative and project examples demonstrating significant experience in the following specific areas. For each area, provide a minimum of two (2) and a maximum of four (4) completed projects from the past seven (7) years:

   (1) Fast-Track, Phased Construction: Demonstrate successful delivery of projects with compressed, multi-phased schedules comparable to the seven (7) month duration required for this project. Specifically address experience with staggered trade mobilization and overlapping construction activities in a non-occupied or semi-occupied facility.

(2) Mid-Rise, Class A Office Renovation: Demonstrate experience as the prime CMR on interior renovation projects of existing, mid-rise (5-10 stories) buildings, resulting in a Class A office space designation.

(3) Historical Preservation and Modernization**:** Demonstrate experience with projects involving buildings of historical significance. Detail the methods used to protect, restore, or integrate historical elements while executing a comprehensive modernization of building systems and finishes.

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

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

   b. For the same five (5) most relevant recently *completed* projects as above, contractor shall demonstrate experience in maintaining construction budgets by providing the awarded budget and the final completion budget. Variances of 5% or more shall be explained for the causation in exceeding the stated awarded budget.

3) **Minimum Qualifications**:

   a. Out of State contractors doing business in Texas shall have a Certificate of Authority to do business in Texas. A copy of the certificate shall be submitted with the submittal.

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

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

1) Proposed Methodology: A detailed plan outlining the methodology intended to be employed by the Respondent that demonstrates the processes of implementation regarding the requirements of the RFQ Scope of Work into a realized and finished project. This shall include, but not be limited to:

   a. Processes and techniques used execute the Work; Pre-Construction; Construction, Completion and Activation, and Warranty;
   b. Methodologies for identification and resolution of project challenges;
   c. Value engineering;
   d. Cost Management System, including reporting of budget and cost components to the TFC/Project Team
   e. Developing and maintaining schedules; Approach to change orders during construction.

f. Coordination of work with subcontractors and/or consultants.
g. Managing the project and subcontractors on an accelerated or expedited timeline.
h. Strategies for minimizing/mitigating impacts from cost escalation.
i. Given the labor and subcontracting challenges that may be experienced during this project, describe strategies to minimize/mitigate these potential impacts to cost and schedule.
j. Contract Resolution and Closeout.
k. Project Manager - Add any other requirements relevant to the specific project.

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

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

2) **Quality Control**: Vendor shall describe its quality requirements and means of measurement. Provide process flow charts on how quality is maintained and achieved. The Respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety and schedule. TFC reserves the right to require a copy of the Quality Control Manual, which, if awarded, may become an exhibit to the contract.

3) **Safety Program and Safety Record**:

a. Safety Program:

(1) Indicate the name and job title of the person in your organization who manages your safety program.
(2) Provide a description of your firm's safety program.

(3) TFC reserves the right to require a copy of your safety manual if your firm's proposal is scored within the highest range of proposals, which will become a Contract Document after award.

b. Contractor's Safety Record:

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

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

1) Provide details of all past or pending litigation or claims filed against Respondent within the past five (5) years.

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

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

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

H. **Bid Bond**:

1) Respondents shall submit an electronic bid bond and associated Power of Attorney for the Texas Facilities Commission in the sum of $25,000.00. No other form of security will be accepted. Respondent shall submit original bid bond by mail or in person within 3 business days of opening. Address for mailing of bid bond is Texas Facilities Commission, 1711 San Jacinto Blvd., Austin, TX 78701. The Bid Bond submitted by the awarded vendor will be held until GMP is accepted by TFC, and Performance and Payment Bonds subsequently received and approved.

2) Should the contractor fail, neglect, or refuse to begin performance of the contract after receiving the award, said security will be forfeited to TFC. Performance shall be considered begun upon acknowledgement of the contract award and the furnishing of all required security bonds and insurance coverage.

3) If TFC has not made an award within ninety (90) calendar days after responses are opened, Respondents may withdraw their responses without prejudice; however, Respondents have the option to extend the time in which their response will be honored after this ninety (90) day period.

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

J. **HUB Subcontracting Plan**:

1) 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. 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:

21.1% for all building construction

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

3) As mandated by 34 TAC § 20.285 Respondents must submit an HSP that identifies all subcontracting items and complies with good faith effort requirements of the HSP, and in accordance with the Comptroller of Public Accounts HUB rules 34 TAC §20.285 (d).

4) 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.

5) 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.

6) 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).

7) HUB subcontracting opportunities may be available in the following commodity class/item codes and descriptions: The list below contains the 'Class' (three-digit) and 'Item' (two-digit) codes of potential subcontracting trades for this solicitation. These codes are defined by the National Institute of Governmental Purchasing(NIGP). A complete listing of all NIGP Class & Item Codes can be found at: https://cmblreg.cpa.state.tx.us/commodity_book/Numeric_index.cfm

Class/Item	Description
909-22	Building Construction, Non-Residential, Office Building, etc.
909-23	Building Construction, Apartments, Dormitories, etc.
909-24	Building Construction, Commercial and Institutional
909-25	Building Construction, Prefabricated, All Types
909-30	Building Construction, (Not Otherwise Classified)
909-77	Special Construction: Security, Special Rooms, etc.
909-76	Site Work
911-15	C.I.P., Construction and Rehabilitation, Other than Buildings
911-16	C.I.P., Construction and Rehabilitation, Buildings

913-23	Construction, Defense and Military Structure

8) Respondents must submit their HSP information and "Good Faith Effort" documentation through TFC's HUB Compliance System (B2G). Please note that the HSP is referred to as the Utilization Plan (UP) in the TFC's HUB Compliance System (B2G). The HUB Compliance Reporting System (B2G) is a resource tool to automate the HSP entry process. The online entry of the HSP will be in accordance with Texas Government Code (TGC), Section 2161.181-182 and Title 34, Part 1, Chapter 20, Subchapter D, §20.281 – §20.298 of the Texas Administrative Code (TAC). The HSP good faith effort controls are built into the HUB Compliance Reporting System, which drives the process to ensure HUB compliance is met. The output document is the same format as the State of Texas Comptroller of Public Accounts requires HSP form.

9) The initial HSP submitted in B2G in response to this RFQ solely addresses the Part One Pre-Construction collaborative phase of the scope of work. The awarded Respondent must submit a revised HSP through B2G, documenting the required Good Faith Effort (GFE) outreach to potential subcontractors to determine GMP. The TFC HUB program must approve the revised GMP HSP before issuing a Notice to Proceed for Part Two Construction.

10) If assistance is needed in preparing the HUB Subcontracting Plan, potential Respondents may contact the HUB Division by email at HUB@tfc.texas.gov.

11) 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.

12) Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(l)(2) and 20.287(b), TFC administers monthly HSP-PAR compliance monitoring through a HUB Compliance Reporting System commonly known as B2G. The successful Respondent and any subcontractors must submit required PAR information into the B2G system. Any delay in the timely submission of PAR information into the B2G system will be treated as an invoicing error subject to dispute under Tx. Gov't Code Section 2251.042.

7. STEP TWO CONTENTS: Step Two only applies to the five or fewer Respondents chosen from the Step One qualification evaluation. Below is a summary of required information. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The Attachment B, CMR Proposal Form and the Attachment F, Non-Collusion Affidavit shall be submitted upon request; failure to do so shall result in disqualification.

A. **Attachment B, CMR Proposal Form**: This form must be completed and returned. Respondents may not add qualifications, conditions or exceptions to the proposal.

Any such representation by the Respondent may be cause for rejection of the proposal at the full and sole discretion of TFC.

1) **The Offer**: The offer (as more fully set forth in the Attachment B, CMR Proposal Form,) shall be comprised of three components listed below. Only components (2) and (3) listed below are utilized in computing the possible twenty (20) points for compensation and fees.

   a. A Pre-Construction Management Not-to-Exceed fee for collaboration with TFC and its A/E during the pre-construction phase described in Section III Scope of Work, Part One. This will be negotiated with top ranked Respondent after evaluation of proposal and interviews.

   b. A Construction Management Fee as a percentage of the estimated Cost of Work. Such fee shall represent overhead and profit.

   c. A Not-to-Exceed fee for Construction General Conditions.

2) **Construction Time**: Construction time is estimated at One Hundred, Eighty-Eight (188) calendar days.

3) **Submittal Duration**: If TFC has not made an award ninety (90) calendar days after responses are opened Respondents may withdraw their responses without prejudice; however, Respondents have the option to extend the time in which their responses will be honored after this ninety (90) day period.

B. **Attachment F, Non-Collusion Affidavit**: The Attachment F, Non-Collusion Affidavit must be enclosed with the proposal. The Attachment F, Non-Collusion Affidavit form can be obtained electronically at the following link, 'Forms Index', Document #3, http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/

8. INQUIRIES:

A. All inquiries shall be submitted through Bonfire Portal.

B. All inquiries will result in written responses with copies posted to the ESBD at: http://www.txsmartbuy.gov/esbd.

C. 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.

D. Upon issuance of this RFQ, beside written inquiries as described above, other employees and representatives of TFC will not answer questions or otherwise discuss the contents of the RFQ with any potential vendor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for conducting business unrelated to this solicitation.

SECTION VI – SUBMITTAL SUBMISSION

1. Submittals shall be uploaded via the Bonfire link in Attachment M – Bonfire Submittal Instructions prior to 3:00 PM on the date specified in the Schedule of Events above. In order to ensure that all documents are submitted before the deadline, allow enough time to upload the documents into the Portal.
2. Follow the submittal instructions specified in the Attachment M– Bonfire Submittal Instructions.
3. Facsimile and email submittals are not acceptable responses to the RFQ.
4. Respondents having difficulty using the Bonfire portal should contact the support number contained in the Attachment M – Bonfire Submittal Instructions. If unable to upload the documents to the Bonfire Portal, contact the Purchaser prior to the deadline to make alternate arrangements. Failure to contact the Purchaser prior to the deadline will result in deeming submittal non-responsive or late.
5. TFC will not consider any submittal that bears a copyright. As a state agency, TFC will strictly adhere to the requirements of Chapter 552 of the TGC (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. TFC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. TFC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its submittal, Respondent must clearly mark in bold red letters the term "CONFIDENTIAL" using at least 14-point font, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. If TFC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If TFC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act. Do not mark your entire proposal as "CONFIDENTIAL".
6. TFC will not consider any exceptions and/or requests for modification to the proposed contract that are submitted after the date and time for submission of Respondents' proposals. Exceptions and/or requests submitted after this date cannot be considered as they create a possibility for a protest, which would delay award and execution. General statements of reservation of right to later review or negotiate additional items not included in the response prior to award will not be considered or allowed.

SECTION VII - EVALUATION AND AWARD

1. The intent of TFC is to award a contract to the vendor whose qualifications and pricing are considered to be 'best value' to the state. When considering 'best value' and award, the Owner reserves the right to set a minimum requirement regarding the criteria listed below.

2. An evaluation committee will be established to evaluate submittals. The committee will include employees of TFC, and may include other impartial individuals who are not TFC employees. By submitting qualifications in response to this RFQ, Respondent accepts the solicitation and evaluation process, and acknowledges and accepts that scoring of the qualifications may involve some subjective judgments by the evaluation committee. The evaluation committee will evaluate and score each submittal based on the following criteria:

A. Step 1 Criteria	**Weight**
1) Experience and Qualifications	40%
2) Methodology and Budget/Schedule Compliance	30%
3) Quality/Safety Programs & Safety Record	10%
4) Litigation History	Pass/Fail
5) HUB Subcontracting Plan	Pass/Fail
Total	**80%**

B. Step 2 Criteria	**Weight**
1) Compensation and Fees	20%
2) (CM Fee + Construction General Conditions)	
3) Step 1 Criteria	80%
Total	**100%**

3. The evaluation committee may conduct an interview of the finalist(s) to make a determination for award recommendation. Scoring of the interview may replace the scoring of the Step One criteria listed above. The following will be expected during an interview:

   A. One hour is allocated for the interview.

   B. Attendance by team members assigned to the Project to represent themselves as to their relevant experience and proposed involvement in the Project. Representation by the Project Manager and the Superintendent is a critical component of the interview.

   C. Agenda questions for the interview will be provided by TFC requiring an elaboration of company relevant experience and qualifications, proposed methodology, and quality and safety programs.

4. Giving priority in order of the ranking determined by the scores, TFC will undertake to negotiate an agreement with the Respondent which is evaluated as the highest scoring, deemed the best value to the State. The Evaluation Committee will determine if price negotiations are necessary and may negotiate final pricing per TGC, Chapter 2269, Subchapter D, §2269.254 (b), (c). If an agreement cannot be negotiated, the

negotiations will be formally terminated and TFC will attempt to negotiate an agreement with the next Respondent in order of scoring until an agreement is reached or the list is exhausted, upon which the solicitation will be cancelled and may be re-issued.

5. In evaluating proposals to determine the best value for the State of Texas, TFC may consider information related to past contract performance of a Respondent including, but not limited to, the Vendor Performance Tracking System available at http://www.txsmartbuy.gov/vpts. Prior work performance with TFC and other State agencies or governmental entities, which are familiar with a Respondent's performance, depending on problems encountered, may be grounds for disqualification.
6. **RIGHT TO AUDIT:** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TFC, or any successor agency to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awarded.
7. **PUBLIC DISCLOSURE:** News or social media releases pertaining to this RFQ or the services, study, data, or project to which it relates shall not be made without TFC's prior written authorization. In the exercise of TFC's sole and absolute discretion, any breach by the Respondent may result in the disqualification of response or cancellation of this RFQ and the disqualification of the Respondent to respond to any re-solicitation.
8. **PROTESTS:** Protests shall be governed by TAC Title 1, Administration, Part 5 Texas Facilities Commission, Chapter 111 Administration, Subchapter C Complaints and Dispute Resolution, §111.32 Protests/Dispute Resolution/Hearings.
9. **ORDER OF PRECEDENCE:** In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract, Attachments to the Contract, Request for Qualifications, and Respondent's Response to Request for Qualifications.

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ATTACHMENT A - EXECUTION OF SUBMITTAL

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

By signature hereon, the Respondent certifies that:

1. Provided that the Step Two proposal is accepted, the Respondent, signature herein, agrees to execute the **Attachment G, CMR Service Contract Template** and obtain and furnish the required insurance certificates and surety bonds in accordance with the terms and conditions of the contract. Should the Respondent fail to provide the required insurance certificates within fifteen (15) days after receipt of the Award Notification Letter or provide the surety bonds within ten (10) days as required by the contract, TFC may retain as forfeit the enclosed Certified Check, Cashier's Check or Bid Bond in the sum of $25,000 and disqualify awarded Respondent and proceed with the next ranked Respondent, and so on as provided by statute.
2. **False Statements:** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
3. **Buy Texas Affirmation:** In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
4. **Dealings with Public Servants Affirmation**: Contractor certifies that it will comply with all applicable laws at all times, including, without limitation, the following (i) §36.02 of the Texas Penal Code, which prohibits bribery; and (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
5. **Antitrust Affirmation**: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

6. **Texas Bidder Affirmation**: Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
7. **Financial Participation Prohibited**: Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
8. **Executive Head of a State Agency Affirmation**: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the TFC (2) a person who at any time during the four years before the date of the contract was the executive head of the TFC, or (3) a person who employs a current or former executive head of the TFC.
9. **Contracts with Former or Retired Agency Employees**: Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of TFC to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment from TFC.
10. **Employment Restrictions for Former Employees**: Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of TFC who during the period of state service or employment participated on behalf of TFC in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with TFC ceased.
11. **Foreign Terrorist Organizations**: Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
12. **Human Trafficking Prohibition**: Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
13. **Prior Disaster Relief Contract Violation**: Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any

other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. **Fraud, Waste, or Abuse:** Respondent understands that TFC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the TFC Office of Internal Audit at 1-512-463-1069 and the State Auditor's Office at 1-800-TX-AUDIT(892-8438).

15. **Deceptive Trade Practices:** Unfair Business Practices: Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

16. **Public Information Act**: Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

17. **Employment of Lobbyist**: Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
18. **Disclosure of Interested Parties**: Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Execution of Submittal apply to Respondent and all of Respondent's principals, officers, directors,

shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation. Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

19. **Debts and Delinquencies Affirmation**: Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

20. **Texas Corporate Franchise Tax Certification**: Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

21. **Contracting Information Responsibilities**: In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TFC for the duration of the contract, (2) promptly provide to the TFC any contracting information related to the contract that is in the custody or possession of the Respondent on request of the TFC, and (3) on termination or expiration of the contract, either provide at no cost to the TFC all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TFC. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

22. **Cybersecurity Training**: If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the TFC pursuant to and in accordance with Section 2054.5192 of the Government Code.

23. **Disaster Recovery Plan**: Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

24. **Excluded Parties**: Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

25. **Suspension and Debarment**: Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at

http://www.sam.gov. Prior to awarding state funds for goods and/or services rendered, TFC will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government-maintained database that records and tracks organizations either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list.

26. **E-Verify Program**: Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

    a) all persons employed by Respondent to perform duties within Texas; and

    b) all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

27. **Excess Obligations Prohibited**: Respondent understands that all obligations of TFC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by TFC.

28. **Child Support Obligation Affirmation**: Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names of each person with at least 25% ownership of the business entity submitting the Response. If selected for award, Respondent shall provide TFC Procurement the Social Security number(s) of the individual(s) listed below.

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

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

29. **Entities that Boycott Israel**: Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

30. **Damage to Government Property**: In the event of loss, destruction or damage to any TFC or State of Texas property by Respondent or Respondent's employees, agents, subcontractors, and suppliers, Respondent shall be liable to TFC and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Respondent will reimburse TFC and the State of Texas for such property

damage within ten (10) calendar days after Respondent's receipt of TFC's notice of amount due.

31. **Change in Law and Compliance with Laws**: Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Respondent agrees to maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this solicitation. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
32. **No Conflicts of Interest**: Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to TFC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety, or if so, Respondent has disclosed in writing to TFC all existing or potential conflicts of interest relative to the performance of the contract. Any existing or potential conflicts of interest shall be disclosed and attached to this Execution of Proposal.
33. **COVID-19 Vaccine Passport Prohibition**: Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
34. **Energy Company Boycotts**: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.
35. **Firearm Entities and Trade Associations Discrimination**: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

36. **Executive Order GA-48**: Respondent certifies that neither it, nor its holding companies or subsidiaries, is:
    a. Listed in Section 889 of the 2019 National Defense Authorization Act;
    b. Listed in Section 1260H of the 2021 National Defense Authorization Act; or
    c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
    d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.3
37. **Terms and Conditions Attached to Response**: Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

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

RESPECTFULLY SUBMITTED:

Legal Entity Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Telephone: _____

Email Address: _____

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 B - CMR PROPOSAL FORM

(Submitted at Step 2 by Selected Respondents Only)

1.	Legal Entity Name:			
	Address:			
	City, State Zip:			
2.	Project Number:	25-026-3113		
	Project Title:	J.E. Rudder Building Modernization and Utilization Project		
	Using Agency:	Secretary of State		
	Project Location:	1019 Brazos St, Austin, TX 78701		
Having carefully examined the RFQ and solicitation documents, proposal Attachments as well as the premises and conditions affecting the work, as prepared by TFC, we hereby propose to complete the work for the following amounts:				
3.	Pre-Construction Management Fee for a Not-to-Exceed fee in collaborating with TFC and A/E during design phases:		$	
4.	Construction Management Fee as a PERCENTAGE FEE OF TH For purposes of this RFQ solicitation only, TFC will use thirty million nine hundred thousand dollars **($30,900,000.00) as the Cost of Work.**		%	
5	Not to Exceed Fee for Construction General Conditions (as defined in Attachment G – CMR Contract Template, Section 8.2)		$	
6	Builder's Risk Insurance as a percentage of the Cost of Work. For evaluation purposes, TFC will use thirty million nine hundred thousand dollars **($30,900,000.00) as the Cost of Work.**		%	
7	Liability Insurance as a percentage of Cost of Work. For evaluation purposes, TFC will use thirty million nine hundred thousand dollars **($30,900,000.00) as the Cost of Work.**		%	
8	Performance and Payment Bonds as a percentage of Cost of Work. For evaluation purposes, TFC will use thirty million nine hundred thousand dollars **($30,900,000.00) as the Cost of Work.**		%	

BASE TIME: The Respondent, by the signature of their authorized representative below, further agrees that, if awarded the contract, and upon the completion of the contract documents, the work will be substantially complete within One Hundred eighty-eight (188) calendar days following the date of a Construction Notice to Proceed.

RESPECTFULLY SUBMITTED:

Authorized Signature: _____

Printed Name and Title: _____

Telephone: _____

Respondent's Corporate Charter No.: _____

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

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ATTACHMENT C – CONTRACTOR'S QUALIFICATION FORM

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

ATTACHMENT D - HUB COMPLIANCE REPORTING SYSTEM – Online Process Guide

(Posted on the ESBD)

ATTACHMENT E – PROJECT MANUAL

(Posted on the ESBD)

ATTACHMENT F – NON-COLLUSION AFFIDAVIT

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

ATTACHMENT G - CMR SERVICE CONTRACT TEMPLATE

(Posted on the ESBD)

ATTACHMENT H – OWNER'S PROJECT REQUIREMENTS

(Posted on the ESBD)

ATTACHMENT I – UTILIZATION AND MODERNIZATION CONSTRUCTION NARRATIVE

(Posted on the ESBD)

ATTACHMENT J – PRELIMINARY SPACE MANAGEMENT LAYOUT FOR JE RUDDER BLDG. UTILIZATION PLAN

ATTACHMENT K – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Posted on the ESBD)

ATTACHMENT L – HIGH LEVEL SEQUENCING SCHEDULE

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

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ATTACHMENT M – BONFIRE SUBMITTAL INSTRUCTIONS

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Step One Package 1 - Non-scored Documentation	File Type: PDF (.pdf)	Multiple	Required
Step One Package 2 - Scored Documentation	File Type: PDF (.pdf)	Multiple	Required

Commodity Codes

Commodity Set	Commodity Code	Title	Description
NIGP	90922	Building Construction, Non-Residential, Office Bldg., etc.	
NIGP	90923	Building Construction, Residential, Apartments, etc.	
NIGP	90924	Building Construction, Commercial and Institutional	
NIGP	90925	Building Construction, Prefabricated, All Types	
NIGP	90930	Building Construction, (Not Otherwise Classified)	
NIGP	90976	Site Work	
NIGP	90977	Special Construction: Observatory, Security, Special Rooms, etc.	
NIGP	91323	Construction, Defense and Military Structure	

Commodity Set	Commodity Code	Title	Description
NIGP	91115	C.I.P., Construction and Rehabilitation, Other than Buildings	
NIGP	91116	C.I.P., Construction and Rehabilitation, Buildings	

Requested Documents:

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

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

2. Upload your submission at:

https://tfcstate.bonfirehub.com/opportunities/205234

The Question period for this opportunity starts Oct 14, 2025 3:00 PM CDT. The Question period for this opportunity ends Oct 28, 2025 5:00 PM CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 04, 2025 3:00 PM CST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

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

Need Help?

Texas Facilities Commission uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-submission-support