Cecile E. Young, Executive Commissioner

Request for Proposals (RFP)
for Construction Manager-at-Risk

Building and Site Repairs and Renovations at the El Paso State Supported Living Center

RFP No. HHS0009745

Date of Release: Tuesday, 1/26/2021

Responses Due: Monday, 3/1/2021 by 10:30 A.M. CENTRAL TIME

HUB Subcontracting Plans Due: Tuesday, 3/2/2021 by 10:30 A.M. CENTRAL TIME

NIGP Class/Item Codes:
909-23 Building Construction, Residential, Apartments, etc.
909-24 Building Construction, Commercial and Institutional
909-28 Building Construction, Medical
909-63 Maintenance and Repair, Commercial and Institutional Building

Table of Contents

ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY 3

1.1 Executive Summary 3
1.2 Definitions 3
1.3 Authority 4

ARTICLE 2. SCOPE OF WORK AND SPECIFICATIONS 5

2.1 Description of Services/Statement of Work/Specifications 5
2.2 Project Description and Cost Of The Work 5
2.3 Project Assumptions 6
2.4 Contract Award 6
2.5 Contract Term 7
2.6 Unforeseen Conditions 7

ARTICLE 3. ADMINISTRATIVE INFORMATION 8

3.1 Schedule of Events 8
3.2 Changes, Amendment, or Modification to Solicitation 9
3.3 Irregularities 9
3.4 Informalities 10
3.5 Inquiries 10
3.6 Proposal Composition 11
3.7 Proposal Submission and Delivery 13

ARTICLE 4. PROPOSAL evaluation and award Process 15

4.1 Evaluation Criteria 15
4.2 Initial Compliance Screening 16
4.3 Competitive Range and Best and Final Offer 16
4.4 Oral Presentations/Interviews 16
4.5 Questions or Requests for Clarification by HHSC 17

ARTICLE 5. Executive Summary 17

5.1 Executive Summary 17
5.2 Minimum Qualifications 17

ARTICLE 6. Required Respondent Information and evaluation criteria 17

6.1 Required Information 17
6.2 Litigation and Contract History 20
6.3 Conflicts 20
6.4 Affirmations and Certifications 21
6.5 Corporate Guarantee 21
6.6 HUB Subcontracting Plan 21

ARTICLE 7. EXHIBIT H CMR Cost proposal FORM (20% Value) 22

ARTICLE 8. General Terms and Conditions 23

8.1 General Conditions 23
8.2 Insurance 25
8.3 Bonds 26
8.4 Protest 26

ARTICLE 9. Submission checklist - 26

ARTICLE 10. Exhibits 27

ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The **Health and Human Services Commission** ("**HHSC**" or "**Owner**") is soliciting proposals ("**Proposals**") for the selection of a **Construction Manager-at-Risk** ("**CMR**") to provide the following services: (i) pre-construction services, such as constructability guidance, cost estimates, site evaluations, and construction schedules; (ii) upon completion of the design development phase, provide a Guaranteed Maximum Price ("**GMP**") at the election of HHSC; and (iii) perform complete construction services consistent with the construction manager-at-risk delivery process described in the attached draft contract between Owner and Construction Manager-at-Risk for **Project No. 20-110-ELC, Building and Site Repairs and Renovations at the El Paso State Supported Living Center** (the "**Project**").

In accordance with the terms, conditions, and requirements set forth in this Request for Proposals, HHSC intends to select the CMR that offers the best overall value for HHSC based upon the selection criteria stated in this Request for Proposals. To be considered for an award, Respondents must execute **Exhibit A**, **Respondent's Affirmations and Solicitation Acceptance for State and Architectural/Engineering and Construction Projects**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

Please refer to **Attachment B of Exhibit B**, **Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary Conditions, Version 2.2 ("UGCs")**, for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"**Addendum**" means a written clarification or revision to this Solicitation issued by HHSC.

"**Contract**" means a contract for CMR services entered into between HHSC and a Contractor as a result of this RFP.

"**Contractor**" means an individual or firm (if any) that receives a contract award from HHSC as a result of this RFP to serve as CMR for the Project.

"Cost of the Work" or "Cost of Work" means the amount the Respondents should consider as the basis for the construction budget, or Guaranteed Maximum Price (GMP), not including any Pre-construction Management fees, Construction Management fees, and Construction General Conditions.

"**ESBD**" means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over $25,000 are posted. The ESBD may currently be accessed at http://www.txsmartbuy.com/sp.

"Guaranteed Maximum Price" or "GMP" means the amount proposed by Construction Manager and accepted by Owner as the maximum cost to Owner for construction of the Work in accordance

with the Contract Documents. The GMP includes Construction Manager's Pre-Construction Phase Fee, the General Conditions Costs, the Cost of the Work, and Construction Manager's Construction Contingency amount.

"**Health and Human Services Commission**" or "**HHSC**" means the administrative agency established under Chapter 531, *Texas Government Code,* or its designee.

"**HUB**" means Historically Underutilized Business, as defined by Chapter 2161 of the *Texas Government Code*.

"**HUB Subcontracting Plan**" or "**HSP**" means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to state agency contracts with an expected value of $100,000 or more where subcontracting opportunities have been determined by the state agency to be probable. The HUB subcontracting plan subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the state agency during the term of the Contract.

"**Owner**" means the State of Texas, acting by and through HHSC.

"**Project**" means the design and construction for Building and Site Repairs and Renovations as described in this RFP and in Exhibits to this RFP.

"**Respondent**" means an entity that submits a Proposal in response to this Solicitation.

"**RFP**" means this Request for Proposals.

"**Solicitation**" means this RFP, including any Exhibits and Addenda. The terms "Request for Proposals," "RFP" and "Solicitation" may be used interchangeably throughout this document, including in any Exhibits and Addenda.

"**State**" means the State of Texas and its instrumentalities, including HHSC and any other state agency, their officers, employees, or authorized agents.

"Unforeseen Conditions" means unanticipated or unexpected circumstances or situations that affect the final price and/or completion time of a contract or project.

"**Vendor**" or "**Vendors**" refers to any entity indicating an interest in providing the services sought in this RFP.

1.3 AUTHORITY

HHSC is soliciting CMR services under *Texas Government Code* Chapter 2269, Subchapter F, Construction Manager-at-Risk Method.

ARTICLE 2. SCOPE OF WORK AND SPECIFICATIONS

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

HISTORICAL BACKGROUND:

HHSC is responsible for oversight of all Texas Health and Human Services agencies, including coordinating the planning and delivery of health and human services programs throughout the state of Texas. For more information about HHSC, its programs, and its facilities, please visit https://hhs.texas.gov .

HHSC owns and operates 13 state supported living centers and 10 state hospitals (the "Facilities") across the state of Texas. HHSC offers programs at the Facilities, in both urban and rural settings, 24 hours a day, 7 days a week, 365 days a year. Facility programs and operations fall under the direction of the Health and Specialty Care System ("HSCS"). There are 24 campuses [note one facility has two separate campuses] with a total of 1,490 buildings encompassing approximately 9 million square feet of space. Construction dates for the Facilities range from 1857 to 2000, with new or planned construction at multiple Facilities. The majority of Facility buildings are serviced and/or connected by aging utility, roadway, walkway, cabling, mechanical, electrical, and plumbing systems, and other aged infrastructure. Many buildings have been renovated, modified, and added to over time with many now serving different purposes than when originally designed and built. In addition to Life Safety Codes, State Fire Marshal orders and guidelines, and other similar requirements, the Facilities (depending on program) may be subject to Centers for Medicare and Medicaid Services and/or The Joint Commission for Hospital Accreditation standards and inspections.

2.2 PROJECT DESCRIPTION AND COST OF THE WORK

2.2.1 Project Description:

- Replacement of Fourteen (14) cottage windows in four (4) different cottages for energy efficient units with mini blinds between panes. Buildings 507, 508, 512, 513;
- Install campus canopy shades (sun sails) in the patio areas to Building 503 Dorms and campus courtyard area
- Install new outdoor sport field with track oval field, soccer field, and baseball field complete with athletic equipment
- Replace deteriorating pedestrian sidewalks thru out the campus
- Renovate Building 505 to provide interior renovations including HVAC and Electrical repairs and upgrades and plumbing fixture replacements.

In lieu of a personal site visit because of Covid-19 issues, Respondent must carefully review **Exhibit I**, Project Site Conditions Photobook consisting of a PowerPoint of the site conditions as visual aids to assist in determining the costs for the Project.

2.2.2 PHASE ONE: Collaborate with HHSC and its architects and engineers (A/E), , during the drafting and completion of the Construction Documents. The Respondent's expertise will be used to affect value engineering, establish a project schedule, and ultimately determine the Guaranteed Maximum Price. The services include, but are not limited to, attendance at

meetings, and consultation regarding plan reviews, constructability reviews, and cost estimating.

2.2.3 PHASE TWO: In accordance with the approved schedule and GMP, Contractor shall facilitate bidding and selection of subcontractors in compliance 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 and HHSC.

2.2.4 COST OF WORK: Respondents should consider the "Cost of Work" to be **$1,965,777.00**. As stated above, The Cost of Work stated "Cost of Work" should be considered as the basis for the construction budget, or Guaranteed Maximum Price (GMP), **but it does not include** any Pre-construction Management fees, Construction Management fees, and Construction General Conditions.

2.3 PROJECT ASSUMPTIONS

2.3.1 All new construction and any improvements shall comply with the latest Americans with Disabilities Act ("ADA") Title II accessibility guidelines and will require review and approval from the Texas Department of Licensing & Regulation ("TDLR").

2.3.2 All improvements and new construction shall comply with applicable building codes and inspection requirements.

2.3.3 CMR Services

The CMR has overall responsibility for and shall provide complete Pre-Construction Phase and Construction Phase Services for the Project, which shall include all services and deliverables identified and described in **Exhibit B, Draft Construction Manager-at-Risk Contract.** It is the responsibility of each Respondent to carefully review **Exhibit B** and all attachments thereto.

Services to be provided by the CMR shall include, but are not limited to: investigating site conditions, pre-construction estimating, constructability reviews, cost estimating, development of a GMP, advisory assistance in the development of final construction documents, bidding services, and construction of the Project deliverables for both phases of the Project.

2.4 CONTRACT AWARD

2.4.1 Contract Award and Execution

2.4.1.1 HHSC intends to award one contract as a result of this Solicitation. Any award is contingent upon approval of the Executive Commissioner or authorized designee.

2.4.1.2 HHSC's selection of a Contractor (if any) will be conducted in accordance with the requirements specified in *Texas Government Code*, Section 2269.056, and Subchapter F of Chapter 2269 of the *Texas Government Code,* including, but not limited to Sections 2269.253 and 2269.254. HHSC's selection process will be a "one-step process," as described in *Texas Government Code*, Section 2269.253.

2.4.1.3 HHSC shall select the Respondent that offers the best value for HHSC based on the selection criteria. HHSC shall first attempt to negotiate a contract with this selected Respondent. If HHSC is unable to negotiate a final Contract on terms HHSC determines reasonable, negotiations with that Respondent will be terminated, and negotiations will be undertaken with the next highest scored Respondent. This process will be continued until a contract is executed by a Respondent and HHSC, or negotiations with all qualified Respondents are terminated. If no contract is executed, HHSC may modify or cancel the Solicitation.

2.5 CONTRACT TERM

The Contract will start on the effective date and will terminate upon completion of the Project as described in **Article 12** of the UGCs, unless the term is extended or terminated pursuant to the terms and conditions of the Contract. HHSC, at its sole option, may extend the Contract for any period or periods of time as necessary to complete the mission of this Project, ensure continuity of service, or as otherwise determined by HHSC to serve the best interests of the State of Texas.

2.6 UNFORESEEN CONDITIONS

Unforeseen Conditions discovered during the project that affect the negotiated project cost or duration shall be addressed by HHSC in the form of an interim change authorization. Final costs and duration for remediation of the Unforeseen Conditions shall be negotiated and formalized by way of amendment to the Contract.

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ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	**1/26/2021**
Mandatory Pre-Proposal Webinar #1	**Tuesday, 2/2/2021 at 2:00 P.M. CENTRAL TIME**
OR	
Mandatory Pre-Proposal Webinar #2	**Thursday, 2/4/2021 at 10:00 A.M. CENTRAL TIME**
Deadline for Submitting Questions	**Friday, 2/5/2021 by 5:00 P.M. CENTRAL TIME**
Deadline for Submission of Proposals *NOTE: Proposals must be RECEIVED by HHSC by the deadline.*	**Monday, 3/1/2021 by 10:30 A.M. CENTRAL TIME**
Deadline for Submission of HSP *(NOTE: HSPs MUST be RECEIVED by HHSC by the deadline.)*	**Tuesday, 3/2/2021 by 10:30 A.M. CENTRAL TIME**
Opening of Proposals -Due to the Covid-19 Texas Public Health Disaster Proclamations and Declarations, proposals will be publicly opened by Teleconference at the date and time specified. Teleconference Call-in number is **1.877.820.7831, access code 525498**. All Respondents' pricing information also will be sent by email to each.	**Wednesday 3/3/2021 at 10:30 A.M. CENTRAL TIME**
Anticipated Notice of Award	4/26/2021
Anticipated Contract Execution Date	5/26/2021

**Attendance at one of the Pre-Proposal Conferences is mandatory.*

Note: HHSC reserves the right to change the dates in the Schedule of Events. All changes will be posted on the ESBD.

3.1.1 Mandatory Pre-Proposal Webinars

Pre-proposal Webinars will be held at the dates and times described below. **Attendance at one of the following is mandatory: Pre-Proposal Webinar**.

Pre-Proposal Webinars:

Pre-Proposal Webinar #1: Tuesday, 2/2/2021 at 2:00 P.M. CENTRAL TIME

OR

Pre-Proposal Webinar #2: Thursday, 2/4/2021 at 10:00 A.M. CENTRAL TIME

Please register for HHS0009745 Building and Site Repairs and Renovations at the El Paso State Supported Living Center Webinar at:

https://attendee.gotowebinar.com/rt/5329881927770890000

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

*****SITE VISITS AND THE TEXAS PUBLIC HEALTH DISASTER NOTICE*****

The Texas Department of State Health Services has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; the suspension of site visits at this time is a necessary precaution to reduce the transmission of COVID-19 and to protect patients, residents, contractors, and employees at the respective facility; therefore, until further notice, personal review site visits at the facility will not be conducted, and references to site visits should be disregarded unless you are notified otherwise. In lieu of the personal site visit, Respondent must carefully review Exhibit I. Exhibit I consists of photographs or a PowerPoint of the site conditions as visual aids to assist the Respondent in determining costs for the Project.

3.2 CHANGES, AMENDMENT, OR MODIFICATION TO SOLICITATION

HHSC reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of HHSC. Any such revisions will be posted on the ESBD. It is the responsibility of Respondent to regularly check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.5.1** as soon as possible so corrective addenda may be furnished to prospective Respondents.

ORDER OF PRECEDENCE

In the event of irregularities or lack of clarity or perceived conflict in the terms of the Contract and any incorporated documents thereto, the order of precedence shall be as follows:

a) Texas Health and Human Services Construction Manager-at-Risk Contract between the Owner and CMR;
b) Special Conditions;
c) UGCs;
d) Contract Affirmations for State Architectural/Engineering and Construction Projects; and
e) Drawings and Specifications.

3.4 INFORMALITIES

HHSC reserves the right to waive minor informalities in a Proposal if it is in the best interests of HHSC. A "minor informality" is an omission or error that, in HHSC's determination, if waived or modified when evaluating Proposals, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Proposal or Solicitation requirements.

3.5 INQUIRIES

3.5.1 Point-of-Contact

All requests, questions, or other communication about this Solicitation shall be made in writing to the HHSC Point-of-Contact for this Solicitation. All communications between Respondents and other HHSC staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Proposal.**

David Moran CTCD, CTCM

david.moran@hhs.texas.gov

3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Sections 3.5.4 and 3.5.5** below, HHSC 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 by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC's designated staff as provided by **Section 3.5.1. and 3.5.3** below. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Proposal.**

3.5.3 Exception

The only exception to **Section 3.5.2** is for communication with the HUB Coordinator. If a Respondent has questions regarding proper completion of the HUB Subcontracting Plan, the HUB Coordinator Cheryl Bradley may be contacted at Cheryl.Bradley@hhs.texas.gov, 512.406.2569.

3.5.4 Questions

HHSC will allow questions and requests for clarification of this Solicitation. Questions must be submitted via email to the Point of Contact listed in **Section 3.5.1** above. Respondents' names will be removed in any responses released. Questions only shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

a) Identifying Solicitation number;
b) Section number;
c) Paragraph number;
d) Page number;
e) Text of passage being questioned;
f) Question.

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1 above. Respondents shall include their company name, address, phone number, fax number, e-mail address, and name of contact person when submitting questions.

3.5.5 Clarification

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions. If a Respondent fails to properly and timely notify the Point of Contact of such issues, the Respondent submits its Solicitation at its own risk, and if the Respondent is awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract; (2) shall not contest the interpretation by HHSC of such provision(s); and (3) shall not be entitled to additional compensation, relief, or time by reason of any ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests for clarification will be posted on the ESBD. HHSC reserves the right to amend answers prior to the deadline for submission of Proposals. Amended answers will be posted on the ESBD. It is Respondent's responsibility to check the ESBD. HHSC also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions at HHSC's sole discretion.

3.6 PROPOSAL COMPOSITION

3.6.1 Generally

Submit one electronic copy of the Original Proposal and, if applicable, one electronic copy of the Public Information Act ("PIA") Copy, on one (or two, if there is a PIA copy) USB Flash Drive(s) that are labeled "Proposal" (and "PIA Proposal" if one is submitted). The Respondent's signed **Exhibit H, Cost Proposal Form** must be included with the proposal response. **Please see specific instructions and information regarding the PIA in Article 8 below.**

Submit one electronic copy of the **Exhibit E, HSP**, on a separate USB Flash Drive that is labeled "HSP."

Submit the original paper bid security bond in a separate sealed envelope within the Proposal package referenced in **Section 4.1.2.**

HHSC, in its sole discretion, may reject any and all proposals or portions thereof.

3.6.2 Formatting and Page Size

3.6.2.1 Proposals shall be digitally formatted for letter-size (8-1/2" x 11") and combined into a single document, when possible, with divider pages before each section.

3.6.2.1.1 **ALL DOCUMENTS SHALL BE SUBMITTED AS A SEARCHABLE ADOBE® PDF FILE. HOWEVER, IF RESPONDENT IS UNABLE TO SUBMIT A SEARCHABLE PDF FILE, IT SHOULD SUBMIT DOCUMENTS IN MICROSOFT OFFICE® FORMATS (WORD® AND EXCEL®) OR IN A FORM THAT MAY BE READ BY MICROSOFT OFFICE® SOFTWARE, EXCLUDING ANY DOCUMENTS WITH SIGNATURES THAT SHALL BE SUBMITTED AS A PDF FILE.**

3.6.2.1.2 **HHSC IS NOT RESPONSIBLE FOR DOCUMENTS THAT CANNOT BE READ OR CONVERTED. UNREADABLE PROPOSALS MAY BE, AT HHSC'S DISCRETION, REJECTED AS NONRESPONSIVE.**

3.6.2.2 Additional attachments shall NOT be included with the Proposals.

3.6.2.3 Separate and identify each evaluation criteria response to **Section 4.1.3** of this RFP by use of a divider sheet for ready reference.

3.6.3 Submission in Separate Parts

Proposals must be submitted in files, as described below:

a) Proposal and Respondent Information, electronic format;
b) **Exhibit H**, **Cost Proposal, electronic format**;
c) HSP, electronic format; and
d) Bid Security, paper original and electronic format.

3.6.4 Exceptions

HHSC will consider more favorably Proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation.

Respondents are highly encouraged, in lieu of including exceptions in their Proposals, to address all issues that might be advanced by way of exception by submitting such issues to HHSC as questions or requests for clarification pursuant to **Section 3.5.4.** 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 the Exceptions Form included as **Exhibit C** to this Solicitation and provide all information

requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a Contract award if the exception is denied by HHSC.). Any exception for which the Respondent does not provide all required information without qualification in the format set forth in **Exhibit C** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Proposal that differs, varies from, or contradicts the terms and conditions in 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 HHSC.

A Proposal should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Proposals constitute binding offers that may be accepted by HHSC at any time. **Any Proposal submitted in response to this Solicitation that includes any type of disclaimer or other statement indicating that the Proposal does not constitute a binding offer may be disqualified.**

3.6.5 Assumptions

Each Respondent must identify on **Exhibit C**, **Exceptions Form** provided with this RFP any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's Proposal in response to the Solicitation. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any Contract resulting from this RFP are deemed rejected by HHSC.

3.7 PROPOSAL SUBMISSION AND DELIVERY

3.7.1 Deadline

Proposals must be received at the address in **Section 3.7.3** time-stamped by HHSC no later than the date and time specified in **Section 3.1**.

3.7.2 Labeling

Each Respondent will place its Proposal in a sealed envelope/box and clearly labeled as instructed below in **Section 3.7.3**, Delivery.

HHSC will not be held responsible for any Proposal that is mishandled prior to receipt by HHSC. It is Respondent's responsibility to mark appropriately and deliver its Proposal to HHSC by the specified date and time.

3.7.3 Delivery

Respondent must deliver its Proposal by one of three methods: (i) U.S. Postal Service, including, but not limited to, express mail; (ii) overnight delivery by common carrier, or

(iii) hand delivery to the address listed below by the deadline stated in **Section 3.1**. Proposals submitted by any other method (*e.g.*, facsimile, telephone, email) will NOT be considered.

Proposal and HUB Subcontracting Plan ("HSP") Deadline and Location: The Owner will receive Proposals, and HSP in accordance with 34 *Texas Administrative Code* §20.285(b)(2), at the times and location described below.

Proposal: Monday, 3/1/2021 by 10:30 A.M. CENTRAL TIME

HSP: Tuesday, 3/2/2021 by 10:30 A.M. CENTRAL TIME

Express / Overnight / Hand Delivery Address:
HHSC Procurement and Contracting Services
Bid Room
Attn: David Moran
1100 West 49th St.; Mail Code 2020
Building S
Austin, TX 78756

USPS Mail Address:
HHSC Procurement and Contracting Services
Bid Room
Attn: David Moran
P.O. Box 149166
Austin, TX 78714-9166

Label for Delivery:
RFP No. HHS0009745
Attn: David Moran
Due Date and Time: 3/1/2021 by 10:30 A.M.
Name of Company: XXXXX

NOTE: All Proposals become the property of HHSC after submission and will not be returned to Respondent.

3.7.4 Alterations, Modifications, and Withdrawals

Prior to the specified deadline for submitting Proposals, a Respondent may: (1) withdraw its Proposal by submitting a request to the Point of Contact identified in **Section 3.5.1**; or (2) modify its Proposal by submitting a written amendment to the Point of Contact in accordance with the procedures identified in **Section 3.7.3**. HHSC may request modifications to Proposals at any time.

ARTICLE 4. PROPOSAL EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

Proposals shall be evaluated in accordance with Title 10, Subtitle F of the *Texas Government Code*, Chapter 2269 of the *Texas Government Code*, and other applicable law. HHSC shall not be obligated to accept the lowest priced Proposal but shall select the Respondent that provides the best value to HHSC based upon the published selection criteria.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of HHSC.

a) Respondent's firm must have been in business for a minimum of 5 years and its personnel must be licensed or be able to be licensed, if required, or the principals/owners of the firm must have had recent ownership/executive management experience, supported by their resumes and other submitted documentation, in construction manager at risk services requested in this RFP;
b) Respondents shall have documented successful experience in preconstruction and construction services (Refer to Article 6);
c) Respondents must submit a complete HUB Subcontracting Plan;
d) Respondents must be financially solvent and adequately capitalized (Refer to **Article 6**);
e) Respondents must be authorized to do business in the State of Texas; and
f) Submit a security bond in the form of a cashier's check, certified check, or original bid bond payable to the Health and Human Services Commission, in an amount of **$25,000.00**, to be held by the Owner's representative in accordance with **Exhibit H**. No other form of security will be accepted.

4.1.3 Selection Criteria

Review of the responsive Proposals submitted will be based on the evaluation criteria in **Exhibit F**, **Evaluation Criteria and Tool**. Each Respondent must provide all information required for evaluation as set forth within **Exhibit F**. The evaluation criteria categories are:

a) **Respondent's Relevant CMR Construction Services and Respondent's Proposed Team's Relevant Experience - Evaluation Criteria 1.1, 1.2, and 1.3** (30% Value)
b) **Respondent's Quality and Safety Program - Evaluation Criteria 2** (10% Value)
c) **Respondent's Demonstrated Financial Solvency and Capitalization - Evaluation Criteria 3.1 and 3.2** (10% Value) (**Exhibit D, Respondent's Information, Disclosures, and Financial Form**)

d) **Respondent's Proposed Methodology - Evaluation Criterion 4** (30% Value)
e) **Respondent's Pricing Proposal - Evaluation Criterion 5** (20% Value) (**Exhibit H**, **Cost Proposal Form**)

4.1.4 Other Information

HHSC may contact references provided by a Respondent in its Proposal. HHSC will use the Comptroller's Vendor Performance Tracking System. Past Performance will be evaluated in accordance with the applicable provisions of *Texas Government Code*, Sections 2155.074-075; 2156.007; 2157.003; and 2157.125. HHSC may use any lawful means to confirm the information provided and is not limited to only what the Respondent provides.

4.2 INITIAL COMPLIANCE SCREENING

HHSC will perform an initial screening of all Proposals received to determine compliance with RFP minimum submission requirements. Unsigned Proposals, and Proposals that do not meet the Minimum Qualifications of **Section 4.1.2** above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER

HHSC may determine that certain Proposals are within the competitive range and may use this range as a basis to request a Best and Final Offer ("**BAFO**") from certain Respondents. If HHSC elects to limit award consideration to a competitive range, the competitive range will consist of the Proposals that receive the highest ratings, based on the published selection criteria and procedures governing this Solicitation. HHSC, in the interest of administrative efficiency, may place reasonable limits on the number of Proposals that will be included in the competitive range.

Respondent should provide its best offer in the original Proposal. When deemed appropriate, after the submission of proposals and the initial evaluation, HHSC reserves the right to request BAFO's from all Respondents or Respondents whose proposals are ranked most highly by the evaluation committee. The request for a BAFO will allow a Respondent the opportunity to revise its original Proposal including pricing or leave its Proposal as originally submitted. HHSC reserves the right to request more than one BAFO from each of the selected Respondents. If a Response is submitted to a request for a BAFO, the scores will be revised in accordance with the stated criteria in Section 4.1.3 as to any changes made to the Respondent's original Proposal. A request for a BAFO does not guarantee an award or further negotiations.

4.4 ORAL PRESENTATIONS/INTERVIEWS

HHSC may require an oral presentation from any or all Respondents. Respondents that are required to provide an oral presentation will be provided with advance notice of any such oral presentation and are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. HHSC is not responsible for any costs incurred by a Respondent in preparation for any oral presentation.

4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY HHSC

HHSC reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including, but not limited to, oral presentations, site visits, or during the BAFO process.

ARTICLE 5. EXECUTIVE SUMMARY

5.1 EXECUTIVE SUMMARY

Respondent shall provide in its Proposal a high-level overview of Respondent's approach to meeting the requirements contained in **Article 2**. Respondent must clearly demonstrate an understanding of HHSC's goals and objectives for this Solicitation.

5.2 MINIMUM QUALIFICATIONS

Respondent shall include in its Proposal a short summary that demonstrates how Respondent meets the minimum qualifications for this Solicitation per **Section 4.1.2**.

ARTICLE 6. REQUIRED RESPONDENT INFORMATION AND EVALUATION CRITERIA

6.1 REQUIRED INFORMATION

Respondents shall submit a complete response to all questions in **Article 6**, and in the format as directed in **Section 3.6 and Article 9**. Incomplete responses may be rejected as non-responsive. As required in **Article 3**, Respondent must provide the following information:

6.1.1 Construction Manager-at-Risk - Company Information *(Value: 0 points.)*

Respondent will provide an organization profile with its Proposal, to include:

a) The organization's ownership structure (corporation, partnership (general, limited, or LLP), LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Respondent will provide this information in a narrative and as a graphical representation.*) If Respondent is an affiliate of (i.e., a parent, subsidiary, or controls another organization, or is controlled by another organization), or has a joint venture or strategic alliance with, another organization, Respondent must identify the specific venture, alliance, affiliation, or organizational structure, and if applicable, the percentage of ownership of all affiliates, and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract resulting from this Solicitation, throughout the duration of the Contract, must be the primary bidder. Respondent will also provide its proposed operating structure for the services requested under this Solicitation and which entities (*i.e.*, parent company, affiliate, joint venture, subcontractor) will be performing those services.

b) The year the Respondent's organization was founded, formed, and/or incorporated. If formed or incorporated, Respondent will please indicate the state where the organization is incorporated and the date of incorporation;

c) The location of organization headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
d) The number of employees in the Respondent organization, both locally and nationally, and the location(s) from which employees will be assigned;
e) The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and
f) Indicate whether the Respondent's organization has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state organization, then a Certificate of Authority from the Secretary of State to do business in Texas must be provided as a part of Respondent's Proposal.

6.1.2 Respondent's Ability to Provide Relevant CMR Construction Services and Respondent's Proposed Team's Relevant Experience (30% Value)

6.1.2.1 Respondent shall provide a one (1) page statement of interest for the Project including a narrative describing the Respondent's qualifications, focusing on the Respondent's key strengths and competitive advantages.

6.1.2.2 Respondent shall identify and describe its proposed team's experience over the last five (5) years providing Construction Manager at Risk Services that are most closely related to this Project. List the previous projects in order of priority, with the project most relevant to this Solicitation listed first. Provide the following information for each project listed:

a) Project name, location, contract delivery method, and description;
b) Color images (photographic or machine reproductions);
c) Original contract amount and final construction cost;
d) Final project size in gross square feet;
e) Type of construction (new, renovation, or expansion);
f) Notice to proceed, substantial completion, and final payment dates for construction services;
g) Name of project manager; and
h) Name of project superintendent.

6.1.2.3 Required References. For each project listed above, Respondent shall identify the following:

a) The facility owner's name and representative (including telephone number) who served as the day-to-day liaison during the pre-construction and construction phases of the project;
b) Architect/Engineer's name and representative (including the telephone number) who served as the day-to-day liaison during the construction phase of the project; and
c) Length of business relationship with the owner of the project facility.

HHSC reserves the right to contact any references at any time during the RFP process.

6.1.2.4 Respondent shall provide an organizational chart or some other hierarchal explanation with responsibilities of the team members assigned to support the project. Respondent shall include a matrix of the team members' previous experience working on similar projects.

6.1.2.5 Respondent shall provide resumes for the CMR team members who will be directly involved in the Project that is the subject of this Solicitation and include each team member's experience with similar past projects.

6.1.2.6 Respondent shall indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services.

6.1.2.7 Respondent shall describe its construction management and execution plan for providing Pre-Construction Services required for this Project.

6.1.2.8 Respondent shall describe its procedures for reviewing design and construction documents and for providing feedback regarding cost, schedule, and constructability to the A/E and Owner on the Project.

6.1.2.9 Respondent shall describe its strategy from approval of the Guaranteed Maximum Price through completion of the Construction Documents and for procuring Cost of the Work from subcontractors, vendors, suppliers, etc.

6.1.3 <u>Respondent's Quality and Safety Program (10% Value)</u>

6.1.3.1 Respondent shall provide the name, job title, and resume of both the person in the organization who oversees its quality assurance program, and the person specifically assigned to this Project for quality assurance during the construction phase. Respondent shall include in its Proposal a complete description of the quality assurance program, quality requirements and means of measurement.

HHSC reserves the right to require a copy of the Respondent's Quality Control Manual and Quality Assurance Processes.

6.1.3.2 Respondent shall provide the name, job title, and resume of both the person in the organization who oversees the safety program, and the person specifically assigned to this Project for safety during the construction phase. Respondent shall include in its Proposal a complete description of the safety program, requirements and means of measurement.

6.1.3.3 Respondent shall provide with its Proposal its workers' compensation experience modification rate (EMR) for the last five years on the insurance broker's letterhead; and, if the EMR is above 1.0, Respondent shall include an explanation.

6.1.4 Respondent's Financial Solvency and Capitalization (10% Value)

6.1.4.1 Complete the **Exhibit D**, **Respondent's Information, Disclosures, and Financial Information Form**. Respondent shall provide response to financial stability and risk as set forth in **Exhibit D**, Part 6.

6.1.5 Respondent's Proposed Methodology and Budget/Schedule Compliance (30% Value)

6.1.5.1 Respondent shall provide with its Proposal a detailed plan for implementing the CMR services required by this RFP. The plan should include, but is not limited to:

a) Processes and techniques used to understand the Statement of Work:
   - i.) Problem solving;
   - ii.) Value engineering;
   - iii.) Maintaining budgets;
   - iv.) Maintaining schedules;
   - v.) Staff sizing and roles;
   - vi.) Company workload in proportion to this Project;
   - vii.) Coordination of work with subcontractors and consultants; and
   - viii.) A brief description of major critical path items and milestones necessary for completion of the Project in the proposed timeline.

6.2 LITIGATION AND CONTRACT HISTORY

Respondent shall state in its Proposal whether or not any of the following have occurred during the last five years:

(a) The Respondent has had a contract terminated, and, if so, shall provide full details, including the other party's name, address and telephone number.

(b) The Respondent has been assessed any penalties or liquidated damages under any existing or past contracts, and, if so, note the reason for and the amount of the penalty or liquidated damages for each incident.

(c) The Respondent was the subject of, (i) any disciplinary action for substandard work and 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.

(d) The Respondent has been involved in any litigation related to contract performance, including, but not limited to, (i) negligence claims related to the performance under a contract; and (ii) litigation involving confidentiality, non-disclosure, or non-disparagement agreements (please refer back to Public Information Act requirements herein).

6.3 CONFLICTS

Respondent must certify in its Proposal that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting Contract. Additionally, if

applicable, Respondent must disclose all potential conflicts of interest. Respondent must describe the measures it will take to ensure that there will be no actual or potential conflict of interest and that its fairness, independence, and objectivity will be maintained at all times. HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual or potential conflicts of interest may result in disqualification of a Proposal or termination of any resulting Contract.

Respondent shall include in its Proposal a statement of any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any, and identify any interests that present a conflict of interest.

Pursuant to *Texas Government Code, Section* 2252.908, a Contractor awarded a Contract greater than $1 million, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to HHSC at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to the selected Contractor.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return with its Proposal **Exhibit A, Respondent Affirmations and Solicitation Acceptance for State Architectural/Engineering and Construction Projects**.

6.5 CORPORATE GUARANTEE

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every term, covenant, and condition of the Contract as executed by the parties. This guaranty must state the parent organization will be fully responsible for any and all financial obligations of Respondent, including, but not limited to, the payment of damages arising out of the Respondent's work under the Contract. The guaranty must be signed by the chief financial officer or other officer, member, manager, or partner with authority to sign guaranties.

6.6 HUB SUBCONTRACTING PLAN

HHSC has determined that subcontracting opportunities are probable in connection with this Solicitation. Therefore, a HUB Subcontracting Plan ("**HSP**") is required as part of the CMR Proposal.

6.6.1 The HUB goal for this Solicitation and resulting contract is 21.1% of all building construction contracts.

6.6.2 As mandated by 34 *Texas Administrative Code* ("TAC"), Section 20.285, Respondents must submit an HSP Plan that identifies all subcontracting items and complies with the good faith effort requirements of the HSP, and in accordance with the Comptroller of Public Accounts HUB rule 34 TAC, Section 20.285 (d).

The HSP submitted with the Proposal is only for the Phase One Pre-Construction scope of work. The awarded CMR shall be required to submit a revised HSP prior to each

GMP construction package release in accordance with CPA HUB rule 34 TAC, Section 20.285(d).

The HSP shall become a provision of the contract between the awarded CMR and HHSC.

At the discretion of the HHSC HUB Coordinator, the awarded CMR may be required to coordinate a "Meet the Prime" event in order to promote outreach to HUBs for subcontracting opportunities.

If assistance is needed in preparing the HUB Subcontracting Plan, Respondents may contact Cheryl Bradley, Cheryl.Bradley@hhs.texas.gov.

6.6.3 Consistent with the instructions above regarding the HSP, Respondents shall submit one (1) electronic copy of the HSP on a portable media, such as a flash drive, compatible with Microsoft Office 2000 and Adobe Acrobat pdf formats.

ARTICLE 7. EXHIBIT H COST PROPOSAL FORM (20% VALUE)

7.1. **Exhibit H**, **Cost Proposal Form**: Respondents must complete and return this form with its Proposal. Respondents shall not add qualifications, conditions or exceptions to the form. Any qualification, condition or exceptions may be cause for rejection of the Proposal at Owner's sole discretion.

7.2. The offer shall be comprised of the three components listed below. Only components in **Sections 7.2.2 and 7.2.3** listed below are utilized in computing the possible twenty (20) points for compensation and fees.

7.2.1. A Pre-Construction Management Not-to-Exceed fee for collaboration with HHSC and its A/E during the pre-construction phase described in **Section 2.2**, Project Description and Cost of Work. The final fee will be negotiated and approved by Owner and the selected Contractor.

7.2.2. A Construction Management Fee (representing overhead and profit) as a percentage of the estimated Cost of Work. The final fee will be negotiated and approved by Owner and the selected Contractor.

7.2.3. A Not-to-Exceed fee for Construction General Conditions. The final fee will be negotiated and approved by Owner and the selected Contractor.

ARTICLE 8. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

HHSC reserves the right to amend any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interests of the State.

8.1.2 Offer Period

All Proposals must be binding for a minimum of one hundred twenty (120) days after the due date for submission of Proposals. A Respondent may extend the time for which its Proposal will be honored. Contract prices are firm and binding for the entire Contract term, including any renewals or extensions. No other costs, rates, or fees shall be payable to the Contractor unless expressly agreed upon in advance and in writing by HHSC.

8.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a Proposal in response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal Contract. Costs of developing Proposals, preparing for or participating in oral presentations and site visits, if any, 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.

8.1.4 Contract Responsibility

HHSC will look solely to the selected Contractor for the performance of all contractual obligations that may result from an award based on this Solicitation. A Contractor shall not be relieved of its obligations for any nonperformance by its subcontractors.

8.1.5 Public Information Act - Respondent Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires HHSC to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

a) **Mark Original Proposal:**

1) Mark the Original Proposal, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and

2) Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Proposal);

b) **Certify in Original Proposal - Affirmations and Solicitation Acceptance (attached as Exhibit A to this Solicitation):**

Certify, in the designated section of the Affirmations and Solicitation Acceptance, Respondent's confidential information assertion and the filing of its Public Information Act Copy; and

c) **Submit Public Information Act Copy of Proposal:**

Submit a separate "Public Information Act Copy" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

1) 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 Times New Roman font or larger);

2) Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and

3) Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Proposal as required in Subsection (a)(2), 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 included in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent's proposal will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC's public website, and posted on the Legislative Budget Board's public website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

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 may make the entire proposal subject to release under the PIA.

Proposals should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its proposal, by submitting a proposal, Respondent agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA 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 the proposal in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. 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. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at http://www.texasattorneygeneral.gov.

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER OF ALL INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SUBMISSION, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

8.2 INSURANCE

8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, Contractor shall acquire insurance, bonds or both, with financially sound and reputable independent insurers, in the type and amount listed in **Attachments B** and **K** to **Exhibit B.** Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

8.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by a Respondent should be accompanied by a detailed explanation regarding the Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 BONDS

Prior to beginning any work under any Contract, Contractor shall acquire bonds in the type and on the form listed in **Attachment H, Exhibit 2 Cost Proposal**.

8.4 PROTEST

Protests relating to the purchase of goods and services by HHSC are governed by the Texas Administrative Code, Title 1, Part 15, Chapter 391, Subchapter D.

ARTICLE 9. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies the documents that Respondent is required to submit with its Proposal in response to this Solicitation.

Original Proposal Package

The Proposal Package must include the Respondent's Original Proposal consisting of three parts described in detail below, each under separate cover but packaged together and clearly labeled **"Original"** on each.

1. **Proposal and Respondent Information**

   a. Executive Summary (**Section 5.1**)
   b. Statement of Minimum Qualifications (**Section 5.2**)
   c. Project Work Plan (**Section 6.1**)
   d. Required Respondent Information and Evaluation Criteria (**Article 6**)
   e. Litigation and Contract History (**Section 6.2**)
   f. Conflicts (**Section 6.3**)
   g. Affirmations and Certifications (**Section 6.4**)
   h. Exceptions and Assumptions (**Subsection 3.6.4 and 3.6.5**)
   i. Corporate Guarantee (**Section 6.5**)

2. **Cost Proposal** (**Article 7 and Exhibit H**)

3. **HUB Subcontracting Plan** (**Article 6.6 and Exhibit E**)

4. **$25,000.00 Bid Security** (**Section 4.1.2 and Exhibit H**)

ARTICLE 10. EXHIBITS

Exhibit A - Affirmations and Solicitation Acceptance of State Architectural/Engineering and Construction Projects
Exhibit B - Draft of Construction Manager-at-Risk Contract
Exhibit C - Exceptions Form
Exhibit D - Respondent's Information, Disclosures, and Financial Information Form
Exhibit E - HUB Subcontracting Plan (HSP) Checklist and Form
Exhibit F - Evaluation Criteria and Tool
Exhibit G - Preliminary Proposed Schedule
Exhibit H - Cost Proposal Form
Exhibit I - Project Site Conditions Photobook

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