

REQUEST FOR PROPOSAL

FOR

THE UNIVERSITY OF TEXAS
MD ANDERSON CANCER CENTER

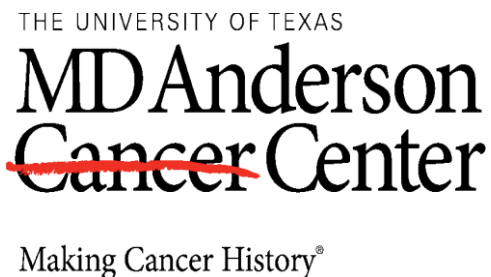
JOB ORDER CONTRACTING (JOC) SERVICES –
PROJECTS LESS THAN \$15,000 IN HOUSTON, TX

PRE-SUBMITTAL CONFERENCE:

November 2, 2015, 2:00PM
George and Cynthia Mitchell Basic Sciences Research Building
6767 Bertner, Conference Room BSRB S3.8012
Houston, TX 77030

SUBMITTAL DUE DATE:

November 16, 2015, 2:00 PM



Prepared By:
MD Anderson Cancer Center
Sourcing & Contract Management
7007 Bertner Avenue, Suite 11.2339
Houston, Texas 77030
713-745-8300

Response to this Request for Proposal requires the Respondent to submit a Letter of HUB Commitment in response to the MD Anderson HUB Subcontracting Plan (HSP) requirement detailed in Subsection 1.13 of this RFP, “Historically Underutilized Businesses (HUB).” Failure to submit the Letter of HUB Commitment in accordance with Subsection 1.13 will result in your Proposal being disqualified (Ref. Exhibit D – HUB Commitment Letter).

If you have any questions or need assistance please contact Owner’s Point of Contact or Owner’s Supplier Diversity Programs / HUB Program Coordinator.

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REQUEST FOR PROPOSALS
MD ANDERSON CANCER CENTER
JOB ORDER CONTRACTING (JOC) SERVICES
PROJECTS LESS THAN \$15,000 IN HOUSTON, TX

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas MD Anderson Cancer Center (“Owner”), is accepting proposals, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (“RFP”), for Job Order Contracting (JOC) Services for the minor construction, repair, rehabilitation, and alteration work, or some combination thereof, to be performed on a non-exclusive, indefinite quantity basis, when and as requested by Owner pursuant to §51.784, Texas Education Code. This RFP provides the information necessary for each interested Respondent to prepare and submit a Competitive Sealed Proposal (“Proposal” or “Proposals”) for consideration, evaluation and ranking by the Owner.

This RFP is the first step in a process used for selecting up to three (3) contractors to provide Job Order Contracting (JOC) Services in Houston, TX under Owner’s Job Order Contracting Program for implementing minor construction work, repair work, rehabilitation work, or alteration work, or some combination thereof, in Owner’s healthcare, academic, research and general business facilities at the Owner’s Houston campuses. Owner reserves the right to determine its best needs regarding the use of JOC contractors and may award an agreement based upon the anticipated need.

No Minimum Amount of Work: It is expressly understood that the Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost.

- 1.1.1 Based upon the selection criteria published in this RFP, the Owner will evaluate and rank the Proposals received in response to this RFP to determine the order in which they provide the “best value” for the Owner.
- 1.1.2 After evaluating the Proposals, up to three (3) Respondents may be requested to attend an interview with the Owner to confirm their Proposals and to answer additional questions. If interviews are requested, the Owner will then rank the Proposals submitted by the highest ranked Respondents in order to select the Respondent or Respondents offering the “best value” to the Owner based on the published selection criteria.
- 1.1.3 The Owner may first attempt to negotiate a contract with the one or more selected Respondent(s). If the Owner is unable to reach a contract with the selected Respondent(s), the Owner may formally end negotiations with any unsuccessful Respondents and proceed to the next “best value” Respondent in the order of the selection ranking until a contract or contracts are executed or until all Proposals are rejected.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.

- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 1.2.2 The Owner may seek to protect from disclosure all information submitted in response to this RFP until such time all final Agreements are executed.
- 1.2.3 Upon execution of final Agreements, Owner will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Respondent will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Texas Government Code.
- 1.3 **TYPE OF CONTRACT:** Any agreement resulting from this solicitation will be in the form of the Owner's small Job Order Contracting Master Agreement, a draft of which is attached to this RFP.
 - 1.3.1 If awarded, the work will be awarded as a Lump-Sum contract to the Respondent offering the "best value" to the Owner.
 - 1.3.2 Any request to modify any terms or conditions of the Draft Agreement or any of its attachments, riders and exhibits will be taken into consideration before awarding an Agreement to any Respondent.
 - 1.3.3 Respondent should carefully review the attached Draft Agreement and all if its attachments, riders and exhibits. Respondent must clearly communicate in writing all terms and conditions of the Owner's Draft Agreement (Including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the Agreement.
 - 1.3.4 Respondents must provide written attestation of its willingness to accept Owner's complete Draft Agreement without change or modification or if Respondent will require changes, Respondent must provide all actual draft language it proposes for each change requested. In addition to proposed edits, Respondent must provide a reasonable and articulable explanation why the Respondent requests each change. Redlining Owner's Agreement or providing a statement with the intent or an implication that the agreement will require further discussion or negotiation will not be considered sufficient as a reasonable request for change and will negatively impact Respondents overall ranking.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the Owner as an addendum on the MD Anderson web site (<http://www.mdanderson.org/departments/bids>). It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the Owner before the Proposals are due are part of the RFP, and each Respondent shall acknowledge receipt of and incorporate each addendum into its Proposal.
 - 1.4.1 No oral explanation in regard to the meaning of the Solicitation Documents will be made and no oral instructions will be given before the award of the contract(s). Discrepancies, omissions or doubts as to the meaning of Specifications shall be communicated in writing

to Owner for interpretation. Any interpretation made will be in the form of an Addendum, which will be issued as set forth above and receipt of each addendum by the Respondent shall be acknowledged on the Pricing and Delivery Commitment Proposal Form.

- 1.4.2 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda three (3) calendar days prior to the Submittal Due Date. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.

1.5 **SUBMISSION OF PROPOSALS:**

- 1.5.1 **DEADLINE AND LOCATION:** The Owner will receive Proposals at the time and location described below.

November 16, 2015, 2:00 PM

Physical Address for Courier Delivery:

The University of Texas MD Anderson Cancer Center
6900 Fannin, Suite FHB10.1001 A/B
Houston, Texas 77030
Attn: John Wroth

- 1.5.1.1 Respondent must submit **Seven (7)** identical complete copies of its Proposal, organized and assembled as described in this RFP.
- 1.5.1.2 Respondent must submit one (1) complete copy of the Pricing and Delivery Commitment Proposal and the Execution of Offer in a SEALED envelope apart from the other Proposal documents and must be submitted at the same time the hard copy Proposal documents are submitted. The envelope must clearly be labeled with the name of the submitting firm and the RFP number
- 1.5.1.3 Submit the HUB Subcontracting Letter of Commitment as described in Section 4 of this RFP. All HUB Letters of Commitment must be submitted by the Submittal Due Date separate from the Proposal in a SEALED Envelope, within the sealed response.
- 1.5.1.4 Proposals Responses or HUB Subcontracting Letters of Commitment that are received late will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.
- 1.5.1.5 The Owner will not acknowledge or receive Proposal Responses or HUB Letters of Commitment that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.1.6 Properly submitted Proposal Responses or HUB Commitment Letters will not be returned to the Respondents.
- 1.5.1.7 Proposal Responses and HUB Commitment Letters materials must be enclosed in a sealed package (envelope, box or container) addressed to the Point-of-Contact

identified in Section 1.6. The sealed package must clearly identify the Submittal Due Date and time deadline, the RFP Number, and the name and return address of the Respondent.

1.5.1.8 Properly submitted Pricing and Delivery Proposals will be opened publicly and the names of the Respondents will be read aloud after the HUB Letter of Commitment are received and approved by the Owner.

1.5.1.9 Respondent must submit one (1) complete, virus free, exact copy of its Proposal on a CD. The CD must be submitted in a SEALED envelope apart from the other Proposal documents and must be submitted at the same time the hard copy sealed Proposal documents are submitted. The envelope containing the CD must clearly be labeled "Proposal" and have the name of the submitting firm and the RFP number on both the sealed envelope and on the CD.

1.6 **POINT-OF-CONTACT:** The Owner designates the following person, as the representative and sole Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

John Wroth
The University of Texas MD Anderson Cancer Center
Sourcing & Contract Management
Email: jswroth@mdanderson.org

1.7 **EVALUATION OF PROPOSALS:** The evaluation of Proposals shall be based on the requirements described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner. **Forty-Five percent (45%)** of the evaluation will be based on the Respondent's Pricing and Delivery Proposal; the remaining evaluation will be based on the Respondent's qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

1.7.1 Owner will review the proposals for compliance with the Historically Underutilized Business (HUB) requirements and Respondent's Proposal shall be identified as qualified for further evaluation or disqualified for non-conformance with HUB requirements.

1.8 **OWNER'S RESERVATION OF RIGHTS:** Owner reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all Proposals if deemed to be in the best interests of the Owner and to re-solicit for proposals, or to reject any and all Proposals if deemed to be in the best interests of the Owner and to temporarily or permanently abandon the procurement. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.8.1 Respondent understands and agrees that this RFP and any subsequent contract ensuing from this RFP is contingent upon approval by Owner and The University of Texas Board of Regents. Respondent understands and agrees that Owner has made no representation, written or oral, that any such approvals will actually be obtained. If any such approvals are not obtained, Respondent understands and agrees that this RFP and any subsequent contract ensuing from this RFP will be null, void, and of no effect.

- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm or firms will require subjective judgments by the Owner.
- 1.9.1 The Owner reserves the right to consider any Proposal “non-responsive” if the Proposal is determined to be unreasonable or irresponsible in relation to the other submitted Proposals.
- 1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this solicitation process shall be at the sole risk and responsibility of the Respondent.
- 1.11 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will be held at the time and location described below. Attendance at the pre-submittal conference is optional.

November 2, 2015, 2:00 PM, local time

The University of Texas MD Anderson Cancer Center
George and Cynthia Mitchell Basic Sciences Research Building
6767 Bertner, Conference Room BSRB S3.8012
Houston, Texas 77030

- 1.11.1 A guided tour of the project site will not be included as a part of the conference agenda.
- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.
- 1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of The University of Texas System, and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses (included in the solicitation documents). Under Owner’s Job Order Contracting Program, the Policy will apply to all Job Order Projects with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan will be a required element of each Job Order Proposal. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Job Order Proposal. Under the requirements of this RFP, Respondent is required to submit HUB Commitment Letter as set forth below.

1.13.1 STATEMENT OF PROBABILITY

1.13.1.1 Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, Respondents must submit a Letter of HUB Commitment in response to the HUB Subcontracting Plan (HSP) requirement as a part of the Respondent's Proposal. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposal in accordance with the Owner’s Policy on Utilization of Historically Underutilized Businesses (HUB).

1.13.1.2 Respondent shall submit, with its Proposal, the attached Letter of HUB Commitment, without modification, on the Respondent’s letterhead ensuring that if awarded a

contract, the Respondent will complete a HSP for each project which may exceed \$100,000 assigned to the Respondent by Owner in accordance with the requirements of the contract.

1.13.1.3 A HSP is not to be submitted with Respondent's Proposal in response to this RFP; however, a HSP will be required on a per project basis in accordance with Item 1.13.1.2 above.

1.13.1.4 All HUB Letters of Commitment must be submitted by the Submittal Due Date SEPARATE from the Proposal in a SEALED Envelope.

1.13.1.5 Refer to Policy on Utilization of Historically Underutilized Business (included with the solicitation documents) and the Summary of Requirements for a detailed list of attachments required with the Proposal.

1.13.1.6 Submit the HUB Commitment Letter as described in Section 4.1.2 of this RFP.

- 1.14 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.15 CERTIFICATION OF TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of tax status as required by Chapter 171 of the Texas Tax Code. The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.16 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 1.17 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Owner's Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.18 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- 1.19 **FINANCIAL COMMITMENT:** The University of Texas MD Anderson Cancer Center is an institution of The University of Texas System, which consists of nine universities and six health institutions.
- 1.19.1 Each UT System campus is a financially separate entity and shall be solely responsible for the financial commitments of that institution.
- 1.20 **INSURANCE:** Contractor shall carry and will cause its subcontractors to carry, at least the insurance in accordance with the terms of the draft Job Order Contracting Master Agreement (ref. Attachment A, Draft Job Order Contracting Master Agreement; and Article 5.2, Insurance Requirements, UTUGCs, and Owner's Special Conditions).
- 1.21 **PROPOSAL SECURITY BOND:** A Proposal Security Bond is not required.
- 1.22 **PERFORMANCE AND PAYMENT BONDS:** Payment and Performance Bonds are not required.
- 1.23 **ETHICS MATTERS:** Respondent and its employees, agents, representatives and Subcontractors must read and understand Owner's Conflicts of Interest Policy available at <http://www.mdanderson.org/about-us/compliance-program/conflict-of-interest-policy-no.-adm0255.pdf>, Owner's Standards of Conduct Guide available at <http://www.mdanderson.org/about-us/compliance-program/do-the-right-thing.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Respondent nor its employees, agents, representatives or Subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Respondent certifies that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this RFP.
- 1.24 **GROUP PURCHASE AUTHORITY:** Texas law authorizes institutions of higher education (defined by section 61.003, *Education Code*) to use group purchasing procurement methods (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Respondent.
- 1.26 **COMPLIANCE WITH LAW:** Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, University of Texas System Administration Policy UTS165, and all laws and regulations and executive orders as are applicable.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas MD Anderson Cancer Center is one of the world's most respected centers devoted exclusively to cancer patient care, research, education and prevention.

Created in 1941 as part of The University of Texas System, the institution is one of the nation's original three comprehensive cancer centers designated by the National Cancer Act of 1971. Today, it's one of 68 National Cancer Institute-designated comprehensive cancer centers. U.S. News & World Report's "Best Hospitals" survey has ranked MD Anderson as one of the nation's top two cancer centers every year since the survey began in 1990.

Since 1944, more than 940,000 patients have turned to MD Anderson for cancer care. The multidisciplinary approach to treating cancer was pioneered at the institution. This approach brings together teams of experts across disciplines to collaborate on the best treatment plan for patients. And because MD Anderson's experts focus solely on cancer, they're renowned for treating all types, from common to rare and uncommon diseases.

In Fiscal Year 2013, MD Anderson's 20,000 cancer fighters provided care to more than 120,000 patients. Of these, nearly one-third were new and one-third came from outside Texas, seeking the knowledge-based care that has made the institution so widely respected. In addition, about 7,600 patients participated in clinical trials at MD Anderson designed to identify innovative cancer treatments. The institution's clinical trial program is the largest in the nation.

MD Anderson also ranks first in total amount of grant dollars received from the National Cancer Institute, which helps scientists rapidly translate important knowledge gained in the laboratory to a clinical care setting. In FY13, MD Anderson invested more than \$670 million in research, an increase of 31% over the past five years.

The unprecedented Moon Shots Program launched in 2012 to dramatically accelerate the pace of converting scientific discoveries into clinical advances that significantly reduce cancer deaths. The program brings together large teams of researchers and clinicians to mount comprehensive attacks on eight cancers initially. They work as part of six moon shot teams: acute myeloid leukemia and myelodysplastic syndrome, chronic lymphocytic leukemia, melanoma, lung cancer, prostate cancer, and triple-negative breast and high-grade serous ovarian cancers, which are linked at the molecular level. So far, the program has received more than \$163 million in private philanthropic commitments. The goal is for *all* cancers to one day become moon shots.

With employees working in more than 50 buildings in the greater Houston area and in central Texas, MD Anderson is the largest freestanding cancer center in the world. Its facilities in the Texas Medical Center — the largest medical center in the world — cover more than 14 million square feet and feature the latest equipment and facilities to support growing needs in outpatient and inpatient care, research, prevention and education. Inpatient hospital facilities at MD Anderson house 656 beds.

Current construction projects include the Sheikh Zayed Bin Sultan Al Nahyan Building for Personalized Cancer Care. The exterior of the 12-floor, 626,000-square-foot facility will be completed in August 2014, and the building will be ready for occupancy in the spring of 2015.

To provide a much-needed expansion of space for clinical, diagnostic and support services in the Main Building, construction is underway on The Pavilion. The \$198 million project, which is scheduled for completion by the end of 2015, will allow MD Anderson to treat more patients and improve patient services.

MD Anderson has Houston-area locations in the Texas Medical Center, Bay Area, Katy, Sugar Land, The Woodlands, Bellaire (diagnostic imaging) and Memorial City (surgery). MD Anderson physicians also provide cancer care to the underserved at Lyndon B. Johnson General Hospital in Houston. In addition, there are two research campuses in Bastrop County, Texas.

The institution's MD Anderson Cancer Network® also has developed a network of national and international locations:

Partner members

Banner MD Anderson Cancer Center (Gilbert, Ariz.)

MD Anderson Cancer Center at Cooper (New Jersey)

Certified members

13 health systems and hospitals in 11 states

Affiliates

MD Anderson Cancer Center Madrid (Spain)

MD Anderson Radiation Treatment Center at American Hospital (Istanbul)

MD Anderson Radiation Treatment Center at Presbyterian Kaseman Hospital (Albuquerque, N.M.)

Sister institutions

Academic collaborations with 29 sister institutions in 22 countries.

2.2 MISSION STATEMENT:

Mission. The mission of MD Anderson is to eliminate cancer in Texas, the nation and the world through outstanding integrated programs in patient care, research, education and prevention.

Vision. We shall be the premier cancer center in the world, based on the excellence of our people, our research-driven patient care and our science. We are Making Cancer History®.

Core Values.

- Caring: By our words and actions, we create a caring environment for everyone.
- Integrity: We work together to merit the trust of our colleagues and those we serve.
- Discovery: We embrace creativity and seek new knowledge.

2.3 PROGRAM DESCRIPTION AND SCOPE

2.3.1 MD Anderson Cancer Center anticipates a need for small dollar Job Order Contracting Services (JOC) enabling the Owner to engage one or more contractors for the minor construction, repair, rehabilitation or alteration of its facilities within the greater Houston area. Multiple projects that must be completed simultaneously are possible and Owner requires that these projects be completed in a timely and cost effective manner. Specific projects have not been identified at this time. MD Anderson Cancer Center has the JOC

- method of delivery as one of many options for procuring construction services. The projects to be implemented under Owner's JOC Program will be less than \$15,000.
- 2.3.2 Not Used.
- 2.3.3 The estimated base term of Owner's JOC program is for the period from January 15, 2016 to May 31, 2017, and may be extended from year to year thereafter, not exceeding an aggregated total of five (5) years. The program may be renewed upon written agreement of both parties as demonstrated by an amendment signed by both parties prior to the termination date. The effective dates and the term of any agreement awarded will be clearly communicated to awardees as the solicitation process nears completion.
- 2.3.4 Work in progress may continue beyond the expiration date of the Master Agreement as necessary for the Contractor to complete work on any Job Order Project approved by Owner prior to the expiration of the Master Agreement. The terms of the Master Agreement shall automatically extend for the Job Order Project and shall remain in force throughout the duration of said continued Job Order Project.
- 2.3.5 Under Owner's Job Order Contracting Program, Contractor will provide general and specific construction services on a per-project (Job Order) basis as requested by the Owner in accordance with the terms of the Job Order Contracting Master Agreement. In accord with Texas Education Code, Section 51.784, the nature of the Job Orders implemented under the program will be
- for the minor construction, repair, rehabilitation, or alteration of a facility;
 - of a recurring nature;
 - subject to delivery times that are determined on a Job Order basis; and
 - of indefinite quantities and awarded substantially on the basis of pre-described and pre-priced tasks.
- 2.3.6 The specific scope of work for each Job Order will be determined in advance and in writing between Owner and Contractor.
- 2.3.7 Owner will prepare a Job Order Request for Proposal (Job Order RFP) identifying the project and describing – in drawings, specification and other appropriate materials – the intended scope and character of the Job Order and the schedule for the Job Order.
- 2.3.8 Coefficient - Defined as a numerical factor that represents Contractor costs (indirect and direct costs, sales tax, etc.) and profit not considered to be included in the Total Unit Price. The Contractor's coefficient must contain all Contractors cost inclusive of profit, all overhead (to include home office and field overhead), bond premiums, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, contingencies (such as geographical location of work), mobilization/demobilization and all other costs including, but not limited to: compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection or moving of state property and engineering services. The coefficient shall also include costs to provide submittals, interface with Owner representatives, coordination with occupants and other costs as described elsewhere in this RFP. Coefficients are proposed by Respondents as a percentage increase as specified to two (2) decimal places, (e.g. 1.10) or decrease (e.g. 0.95) to the Unit Price Guide, in association with performance of a delivery order. The coefficient proposed and accepted

are incorporated in the contract awarded and are used in establishing the prices for individual orders.

2.3.8.1 The coefficient shall apply for work performed during normal working hours, as well as work performed during non-normal working hours.

2.3.9 Non pre-priced item – Defined as an item of work which no unit price is established by the Unit Price Guide, but which is a necessary part of a job or project ordered under a Job Order Contract. Non-Pre-Priced items shall be separately identified and submitted in the Job Order Proposal. Information submitted in support of Non-Pre-Priced Items shall include, but not be limited to the following:

- Catalog cuts, specifications, technical data, drawings, or other information as required evaluating the item.

2.3.9.1 If the Contractor will perform the work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall. To the extent possible, use pre-priced labor and equipment from Owner. If the work is to be subcontracted, the Contractor must submit three (3) independent bids from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are unreasonable.

2.3.9.2 The final price submitted for Non-Pre-Priced Tasks shall be determined by applying the Contractors Non-Pre-Priced Adjustment Factor to the subcontractors bid.

2.3.9.3 Non-Pre-Priced Adjustment factors can be applied to the sub quotes for the following:

- a. Material only
- b. Labor Only
- c. Equipment Only
- d. Combination of Material, Labor or Equipment
- e. Owner provided Subcontractor Quotes

2.3.9.4 After a Non-Pre-Priced Item is used on three (3) separate Job Orders, the unit price for such item will be established, following approval by the Owner, and fixed as a permanent Pre-Priced Item which will no longer require price justification.

2.3.9.5 The Owner's determination as to whether an item is Pre-Priced Item or a non-Pre-Priced Unit shall be final, binding and conclusive as to the Contractor.

2.3.9.6 To the direct cost of a non-pre-priced item, the contractor may add ten percent (10%) for overhead and profit.

2.3.10 Unit Price Guide – Defined as a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of

measure and unit prices designated or provided by the Owner to be used in administration of this Contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The initial Unit Price Guide for this Contract is R. S. Means Facilities Construction Cost Data 2016 Edition and is hereby incorporated by reference.

2.3.10.1 The price for a job or project ordered by the Owner under this proposed Contract shall be based on the Unit Price Guide and the Contractor's Coefficient, and any non-pre-priced items. The Owner shall have the unconditional right to withdraw its Job Order at any time before or after the Contractor has submitted its proposal for a Job Order. For a Job Order for a job or project under this proposed Contract to become effective, it must be (a) signed by the Owner and the Contractor, (b) a fixed price, lump sum contract, and (c) based on a Statement of Work which may be negotiated between the Owner and the Contractor.

2.3.10.2 As an inducement to Respondents to offer a lower Coefficient, Owner will use its best efforts to issue Job Orders to the Contractor valued between Zero (\$0.00) Dollars and a maximum of Fifteen Thousand (\$15,000.00) Dollars during the term of this proposed Contract. Notwithstanding the foregoing, Owner shall have no obligation to issue Job Orders if Contractor is in default or breach under the proposed Contract; the Texas Legislature fails to appropriate or allot the necessary funds, the Board of Regents of The Owner of Texas System fails to allocate the necessary funds; or Owner is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of Owner, regardless of whether such cause was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Job Order or Statement of Work proposed by Owner during the term of the proposed Contract.

2.3.10.3 Overtime work will be required on some or all projects. The coefficient for overtime work will remain the same as the coefficient for work performed during normal hours. The amount of overtime anticipated for each unique project is not known, and there is no historical data available to establish an average number of overtime hours worked per project. The labor rate for overtime hours will exceed the labor rate for normal hours, and the calculation of that rate will be established in the contract.

2.3.11 Failure to Complete Work on Time

2.3.11.1 The time set forth in the JOC for the completion of work is an essential element of the JOC. Contractor's failure to complete the work within such time will cause damage and/or operational inconvenience(s) to the Owner.

2.3.11.2 A delay in completion time will cause damage to the Owner. Therefore, for each and every calendar day after the expiration time of the JOC that any work is not completed and accepted, including the correction of deficiencies found during the final inspection, the amount per day, as stipulated in the JOC, will be deducted from the money due, or to become due to the Contractor, not as a penalty but as compensation to the Owner for additional expenses incurred, and

inconvenience caused by failure of the contractor to allow the Owner to receive the premises at the designated time of completion.

2.3.11.3 Liquidated damages will be assessed for each calendar day for job order contracts not completed on time.

2.4 **PROCUREMENT SCHEDULE:** Key procurement schedule milestones, subject to change at the Owner's sole discretion, are:

- | | |
|--|-----------------------|
| ▪ Owner conducts Pre-Submittal Conference | Refer to Section 1.11 |
| ▪ Last day to submit Request for Information (RFI) 4:00 PM CST | 11/5/15 |
| ▪ Responses to RFIs posted to Owner's website | 11/9/15 |
| ▪ Owners receives Proposals | Refer to Section 1.5 |
| ▪ Owner determines Respondent(s) who submitted "best value" offers | 12/2/15 |
| ▪ Owner conducts interviews, if needed | 12/21/15 |
| ▪ Owner submits Master Agreement to Contractor for execution | 12/28/15 |
| ▪ Contractor delivers executed Master Agreement to Owner | 1/11/16 |

SECTION 3 – REQUIREMENTS FOR PROPOSALS

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection

3.1 The Respondent or Respondents, if any, selected by Owner in accordance with the requirements set forth in this RFP will be the Respondent(s) whose proposal(s), as presented in the response to this RFP, is (are) the most advantageous to Owner. Owner is not bound to accept the proposal that offers the lowest Fee Mark-up if that proposal is not in the best interest of Owner as determined by Owner.

3.2 Respondents are encouraged to propose terms and conditions offering the maximum benefit to the Owner in terms of (1) services, (2) total overall cost to the Owner, and (3) project management expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to the Owner.

3.3 SELECTION CRITERIA

The criteria for evaluation of Proposals, and selection of the successful Respondent for this award, will be based on the factors listed below:

3.3.1 CRITERIA ONE: RESPONDENT'S ABILITY TO PROVIDE INSTITUTIONAL FACILITY MINOR CONSTRUCTION, REPAIR AND REHABILITATION GENERAL CONTRACTING AND CONSTRUCTION SERVICES

3.3.1.1 Provide a statement of interest for participating in Owner's Job Order Contracting program including a narrative describing the Respondent's unique qualifications

as they pertain to providing and managing general contracting and construction services for projects of the type described in this RFP.

- 3.3.1.2 Provide a statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to actively participate in Owner's Job Order Contracting program.

3.3.2 CRITERIA TWO: RESPONDENT'S DEMONSTRATED COMPETENCE AND EXPERIENCE WITH IMPLEMENTING INSTITUTIONAL FACILITY PROJECTS UNDER JOB ORDER CONTRACTING PROGRAMS

- 3.3.2.1 Identify and describe your firm's demonstrated technical competence and management qualifications with minor construction, repair and rehabilitation and alteration projects under Job Order Contracting programs, particularly those for higher education, patient care and academic research facilities.

- 3.3.2.2 Describe your firm's past experience providing general contracting and construction services under a JOC program within the last five (5) years. List the projects in order of priority, with the most complex JOC project listed first. Provide the following information for each JOC project listed:

- Project name, location, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (e.g. build-out of shell space, demolition, renovation, infrastructure upgrade, expansion, etc.)
- Actual Notice To Proceed, Substantial Completion, and Final Payment dates
- Name of project manager (individual responsible to the owner for the overall success of the project)
- Name of project superintendent (individual responsible for coordinating the day to day work)

For each project listed above, identify the following):

- The owner's representative who served as the day-to-day liaison during construction, including telephone number
- Architect/Engineer's name, if an A/E was involved in the project, and representative who served as the day-to-day liaison during construction, including telephone number
- Length of business relationship with the owner

- 3.3.2.3 References shall be considered relevant based on specific project participation and experience with the Respondent. Owner may contact references during any part of this selection process. Owner reserves the right to contact any other references at any time during the selection process.

3.3.3 CRITERIA THREE: RESPONDENT'S EXPERIENCE PROVIDING JOC SERVICES FOR COMPLEX HEALTHCARE, RESEARCH OR HIGHER EDUCATION INSTITUTIONS

3.3.3.1 Identify and describe your proposed JOC Team's past experience with providing JOC services on projects for The University of Texas System within the last five (5) years. Provide sufficient details to accurately describe the complexities, characteristics, and challenges of each project.

3.3.3.2 If the Respondent has not previously provided JOC services for The University of Texas System, then identify and describe Respondent's past performance on JOC projects for "major" institutions of higher education (or similar) within the last five (5) years. Projects may repeat with Section 3.3.2 above.

3.3.3.3 In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (e.g. build-out of shell space, demolition, renovation, infrastructure upgrade, expansion, etc.)
- Actual Notice To Proceed, Substantial Completion, and Final Payment dates
- Name of project manager (individual responsible to the owner for the overall success of the project)
- Name of project superintendent (individual responsible for coordinating the day to day work)
- Names of mechanical, plumbing and electrical subcontractors

3.3.4 CRITERIA FOUR: RESPONDENT'S QUALIFICATIONS AND EXPERIENCE OF THE TEAM MEMBERS PROPOSED TO MANAGE OWNER'S JOC PROGRAM

3.3.4.1 Provide summary resumes for proposed project team members, including their specific experience with JOC programs and projects, and number of years with your company and their city of residence.

3.3.4.2 Provide a copy of your firms organizational chart showing the reporting relationships of those whose resumes are provided.

3.3.5 CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE AND ABILITY TO MANAGE JOC PROJECTS AND PROVIDE ADDED VALUE

3.3.5.1 Describe your approach to assuring timely completion of one or more active JOC projects, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.3.6 or 3.3.7 of this RFP, provide examples of how these techniques were used, including specific scheduling requirements and challenges and actual solutions.

3.3.5.2 Many JOC projects will physically connect to (or occur within) an existing building that will remain occupied during construction. Describe your plan to

phase and implement construction to minimize the impact on the occupants in the existing building.

- 3.3.5.3 Explain your past success providing added value to the owner by identifying the added value delivered and explaining how you accomplished the success.
- 3.3.5.4 Any request to modify any terms or conditions of the Draft Agreement or any of its attachments, riders and exhibits will be taken into consideration before awarding an Agreement to any Respondent.
- 3.3.5.5 Respondent should carefully review the attached Draft Agreement and all if its attachments, riders and exhibits. Respondent must clearly communicate in writing all terms and conditions of the Owner's Draft Agreement (Including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the Agreement.
- 3.3.5.6 Respondents must provide written attestation of its willingness to accept Owner's complete Draft Agreement without change or modification or if Respondent will require changes, Respondent must provide all actual draft language it proposes for each change requested. In addition to proposed edits, Respondent must provide a reasonable and articulable explanation why the Respondent requests each change. Redlining Owner's Agreement or providing a statement with the intent or an implication that the agreement will require further discussion or negotiation will not be considered sufficient as a reasonable request for change and will negatively impact Respondents overall ranking.

3.3.6 CRITERIA SIX: RESPONDENT'S KNOWLEDGE OF JOC METHODOLOGIES AND TECHNOLOGY

- 3.3.6.1 Describe the way in which your firm develops and maintains work schedules to coordinate with project schedules. For any combination of three (3) projects listed in response to Criteria 3.3.2 or 3.3.3, provide examples of how these techniques were used.
- 3.3.6.2 Describe the types of records, reports, monitoring systems, and information management systems that your firm uses in providing JOC services. Describe how the firm used these systems for any combination of three (3) projects listed in response to Criteria 3.3.2 or 3.3.3.
- 3.3.6.3 Describe any goods or services not specified in this RFP that your company will provide to Owner, including: estimating and pricing software, project management software, and document tracking software.
- 3.3.6.4 Describe any special services, advantages, or other unique benefits that the Respondent may offer to the Owner.

3.3.7 CRITERIA SEVEN: RESPONDENT'S PROBLEM RESOLUTION CAPABILITIES

- 3.3.7.1 Describe how your firm typically identifies and resolves construction related issues and problems.
- 3.3.7.3 What difficulties do you anticipate in serving the Owner's campuses and how do you plan to manage these? What assistance will you require from Owner?

3.3.8 CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND QUALITY ASSURANCE PROGRAMS

- 3.3.8.1 Describe your quality control program. Explain the methods used to ensure quality control when providing general contracting and construction services for JOC projects. Provide specific examples of how these techniques or procedures were used from any of three (3) projects listed in response to Section 3.3.2 or 3.3.3 of this RFP.
- 3.3.8.2 Describe how your quality control team will measure the quality of construction performed by trade subcontractors as required by Owner specifications and how you will address non-conforming work.
- 3.3.8.3 Describe your firm's quality assurance program, explaining the methods used and how the firm maintains quality control. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.3.2 or 3.3.3
- 3.3.8.4 Describe how you have maintained security during the construction of an occupied facility listed in Section 3.3.2 or 3.3.3 of this RFP.
- 3.3.8.5 Describe your past experience dealing with congested campuses and congested site conditions for any project listed in Section 3.3.2 or 3.3.3 of this RFP.
- 3.3.8.6 Provide examples of records, reports, monitoring systems, and information management systems you will when executing projects under Owner's JOC program.
- 3.3.8.7 Describe your plans for infection control in an occupied, fully functional hospital facility.
- 3.3.8.8 Describe your approach to coordinating inspections and approvals with the State Fire Marshall regarding approval of life safety systems.
- 3.3.8.9 Describe your Best Management Practices for containing storm water run-off as required by the Environmental Protection Agency's National Pollutant Discharge Elimination System and The University of Texas Systems Storm Water Pollution Prevention Program.

3.3.9 CRITERIA NINE. RESPONDENT'S SAFETY PROGRAM

- 3.3.9.1 Describe your job site safety program for projects implemented under a JOC program and specific safety policies with which employees must comply.

- 3.3.9.2 Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site? If so, describe how you have revised your program.
- 3.3.9.3 Describe the methodology, including any technology or other assets that your firm intends to use for prevention and control of incidents and insurance claims on JOC projects.
- 3.3.9.4 Briefly describe your firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's safety program.
- 3.3.9.5 Describe the level of importance for enforcement and support of project safety that your firm includes in performance evaluations for superintendents and project managers.
- 3.3.9.6 Describe the safety and insurance claims history information and weighting that the firm includes in the submission and award process for "best value" subcontracts.
- 3.3.9.7 For all projects that the firm has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
 - Any occupational illness or injury that resulted in death or total and permanent disability
 - Three occupational illnesses or injuries that resulted in hospital admittances
 - Explosion, fire or water damage that claimed 5% of the project's construction value
 - Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project

3.3.10 CRITERIA TEN: RESPONDENT'S FINANCIAL ABILITY TO PROVIDE JOC SERVICES

- 3.3.10.1 Provide the following information on your firm for the past five (5) fiscal years:
 - Firm's Legal Name
 - Volume
 - Annual number, value and percent change of contracts in Texas per year;
 - Annual number, value and percent change of contracts nationally per year;
 - Revenues
 - Annual revenue totals and percent change per year;
- 3.3.10.2 Provide a Financial rating of your firm and any documentation (such as Dunn and Bradstreet analysis) which indicates the financial stability of your firm.
- 3.3.10.3 Not Used.

- 3.3.10.4 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- 3.3.10.5 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a contract with the Owner.
- 3.3.10.6 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.
- 3.3.10.7 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.3.11 CRITERIA ELEVEN: RESPONDENT'S PRICING AND DELIVERY COMMITMENT PROPOSAL

- 3.11.1 Complete the "Respondent's Pricing and Delivery Commitment Proposal" included with this RFP.

Consideration may also be given to any additional information and comments if they should increase the benefits to Owner. Upon completion of the initial review and evaluation of the Proposals submitted, selected Respondents may be invited to participate in interviews.

SECTION 4 - FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Proposals shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Proposals shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, Pricing and Delivery Commitment Proposal, and Execution of Offer do not count as printed pages. Each bound copy must be in the following order.
 - Cover
 - Cover Letter
 - Table of Contents
 - **CRITERIA ONE: RESPONDENT'S ABILITY TO PROVIDE INSTITUTIONAL FACILITY MINOR CONSTRUCTION, REPAIR AND REHABILITATION GENERAL CONTRACTING AND CONSTRUCTION SERVICES**
 - **CRITERIA TWO: RESPONDENT'S DEMONSTRATED COMPETENCE AND EXPERIENCE WITH IMPLEMENTING INSTITUTIONAL FACILITY PROJECTS UNDER JOB ORDER CONTRACTING PROGRAMS**

- CRITERIA THREE: RESPONDENT’S EXPERIENCE PROVIDING JOC SERVICES FOR COMPLEX HEALTHCARE, RESEARCH OR HIGHER EDUCATION INSTITUTIONS
 - CRITERIA FOUR: RESPONDENT’S QUALIFICATIONS AND EXPERIENCE OF THE TEAM MEMBERS PROPOSED TO MANAGE OWNER’S JOC PROGRAM
 - CRITERIA FIVE: RESPONDENT’S PAST PERFORMANCE AND ABILITY TO MANAGE JOC PROJECTS AND PROVIDE ADDED VALUE
 - CRITERIA SIX: RESPONDENT’S KNOWLEDGE OF JOC METHODOLOGIES AND TECHNOLOGY
 - CRITERIA SEVEN: RESPONDENT’S PROBLEM RESOLUTION AND QUALITY ASSURANCE PROGRAM
 - CRITERIA EIGHT: RESPONDENT’S QUALITY CONTROL
 - CRITERIA NINE. RESPONDENT’S SAFETY PROGRAM
 - CRITERIA TEN: RESPONDENT’S FINANCIAL ABILITY TO PROVIDE JOC SERVICES
 - CRITERIA ELEVEN: RESPONDENT’S PRICING AND DELIVERY COMMITMENT PROPOSAL - Respondent’s Pricing and Delivery Proposal and Execution of Offer **must** be submitted at the same time the sealed Proposal is submitted. The envelope containing these documents must clearly be labeled and marked with the project name and the RFP number.
 - **HUB SUBCONTRACTING LETTER OF COMMITMENT** –The HUB Subcontracting Letter of Commitment **must** be submitted at the same time the sealed proposal is submitted. The envelope containing the HUB Letter of Commitment must clearly be labeled “HUB Subcontracting Letter of Commitment”, and marked with the project name and the RFP number.
- 4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and will be subject to rejection.
- 4.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.
- 4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item or requirements from this RFP when deemed to be in Owner's best interest.
- 4.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. Respondent shall separate each section of the Proposal by use of a divider sheet with an integral tab for ready reference. Respondent shall identify the tabs in accordance with the parts under Section 3, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.
- 4.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposals.

4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

- 4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposal.

4.4 PAGINATION:

- 4.4.1 Respondent shall number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the Pricing and Delivery Commitment Proposal or the Execution of Offer.

4.5 SUBMITTAL CHECKLIST:

- 4.5.1 Firms are instructed to complete, sign and return the following documents as a part of their Proposal submittal. Failure to return these documents may subject your Proposal to disqualification.
 - Completed Pricing and Delivery Commitment Proposal
 - Signed and Completed Execution of Offer
 - Signed and Completed HUB Commitment Letter (Exhibit D)
 - Other applicable submittals required in this RFP

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SECTION 5

ATTACHMENTS TO THE REQUEST FOR PROPOSAL

Attachment A	DRAFT Small Job Order Contracting Master Agreement The complete Owner's Special Conditions may be viewed at: http://www2.mdanderson.org/depts/cpm/standards/specs.html
Attachment B	Respondent's Pricing and Delivery Commitment Proposal
Attachment C	Respondent's Execution of Offer
Attachment D	Rider 104C – HUB Subcontracting Plan
Attachment E	Request for Information Form