

REQUEST FOR PROPOSAL

FOR

THE UNIVERSITY OF TEXAS
MD ANDERSON CANCER CENTER

JOB ORDER CONTRACTING (JOC) SERVICES IN THE
BASTROP COUNTY, TEXAS AREA

RFP No.: 1208976/KM

PRE-SUBMITTAL CONFERENCE:
July 17, 2019, 10:00 AM

THE VIRGINIA HARRIS COCKRELL CANCER RESEARCH CENTER AT
SCIENCE PARK
J.J. PICKLE CONFERENCE CENTER - AUDITORIUM
1808 PARK ROAD 1C
AUDITORIUM CONFERENCE ROOM No. SRC1.118
SMITHVILLE, TEXAS 78957

SUBMITTAL DEADLINE: August 8, 2019
2:00 PM LOCAL TIME



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 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
RFP NO.: 1208976/KM

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 Owner.
- 1.1.1 This RFP is the first step in a process used for selecting up to three (3) contractors to provide Job Order Contracting (JOC) Services 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 academic, research laboratory, animal housing, and general business facilities at Owner’s Bastrop and Smithville’s campuses. Based upon the selection criteria published in this RFP, 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 Owner.
- 1.1.2 After evaluating the Proposals, up to five (5) Respondents may be requested to attend an interview with Owner to confirm their Proposals and to answer additional questions. If interviews are requested, Owner will then rank the Proposals submitted by the highest ranked Respondents to select Respondent or Respondents offering the “best value” to Owner based on the published selection criteria.
- 1.1.3 Owner may first attempt to negotiate a contract with the one or more selected Respondent(s). If Owner is unable to reach a contract with the selected Respondent(s), 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 Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to the disclosure of RFP information.
- 1.2.2 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 **FORM OF AGREEMENT:** Any agreement resulting from this solicitation will be in the form of Owner's Standard Master Agreement for Job Order Contracting Services ("Owner's Standard Agreement"), a copy of which is attached to this RFP.

1.3.1 Time is of the essence for this solicitation. Any request to modify any terms or conditions of Owner's Standard Agreement or any of its attachments, riders and exhibits will be considered before awarding an Agreement to any Respondent.

1.3.2 Respondent shall carefully review the attached Owner's Standard Agreement and all of its attachments, riders and exhibits. Respondent shall clearly communicate, in writing, all terms and conditions of Owner's Standard Agreement (including all attachments, riders and exhibits) that Respondent requires changed before Respondent will sign the Agreement.

1.3.3 Respondents must provide written attestation of its willingness to accept Owner's Standard Agreement without change or modification, or if Respondent requires changes, Respondent must provide all actual draft language it proposes for each change requested. In addition to all proposed edits, Respondent must provide a reasonable and articulable explanation why Respondent requests each change. Redlining Owner's Standard Agreement or providing a statement that the agreement will require further discussion or negotiation will not be considered sufficient as a reasonable request for change and will negatively impact Respondent's 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 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 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 Respondent shall be acknowledged on the Pricing and Delivery Commitment Proposal Form.

1.4.2 Respondents shall consider only those clarifications and interpretations that 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 Owner and should not be relied on in preparing Proposals.

1.5 SUBMISSION OF PROPOSALS:

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

August 8, 2019 at 2:00 PM LOCAL TIME

Physical Address for Courier Delivery:

**The University of Texas MD Anderson Cancer Center
The Virginia Harris Cockrell Center Research Center at Science Park
Sourcing & Contract Management
J.J. Pickle Conference Center, Room SRC1.101
1808 Park Road 1C
Smithville, TX 78957
Attn: Karrie McKeown**

- 1.5.1.1 Respondent shall submit **eight (8)** identical complete hard copies of its Proposal, organized and assembled as described in this RFP.
- 1.5.1.2 If any discrepancy exists between the Respondent's sealed Proposal documents, the sealed (hard copy) Proposal documents will serve as the official documents for evaluation for this solicitation.
- 1.5.1.3 Respondent must submit one (1) complete hard 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.
- 1.5.2 Submit the Letter of HUB Commitment by the Submittal Deadline separate from the other Proposal documents in a SEALED Envelope within the sealed response.
- 1.5.3 Any Proposals or Letters of HUB Commitment that are received late will be returned to Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.
- 1.5.4 Owner will not acknowledge or receive any Proposal or any Letter of HUB Commitment that are delivered by telephone, facsimile transmission (fax), or electronic mail (e-mail).
- 1.5.5 Properly submitted Proposals and Letters of HUB Commitment will not be returned to Respondents.
- 1.5.6 Proposals and Letters of HUB Commitment must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact identified in Section 1.6. The package must clearly identify the submittal deadline, the RFP number, and the name and return address of Respondent.

- 1.5.7 Properly submitted Proposals will be opened publicly and the names of Respondents only will be read aloud after the Letters of HUB Commitment are received and confirmed by Owner. Contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. The public opening shall be held at the location identified in this RFP.
- 1.6 **POINT-OF-CONTACT:** Owner designates the following person, as the representative and sole Point-of-Contact for this RFP. Respondents shall restrict all contact with Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.
- Karrie McKeown**
The University of Texas MD Anderson Cancer Center
Sourcing & Contract Management
Email: kmckeown@mdanderson.org
- 1.7 **EVALUATION OF PROPOSALS:** The evaluation of Proposals shall be based on the requirements described in this RFP. 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. All properly submitted Proposals will be reviewed, evaluated, and ranked by Owner. Approximately **forty percent, (40%)** 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.
- 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 Owner and to re-solicit for proposals, or to reject any and all Proposals if deemed to be in the best interests of 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 System 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 Owner.
- 1.9.1 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 Respondent's participation in this solicitation process shall be at the sole risk and responsibility of 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.

July 17, 2019 at 10:00 AM local time

**The University of Texas MD Anderson Cancer Center
The Virginia Harris Cockrell Cancer Research Center at Science Park
J.J. Pickle Conference Center – Auditorium, Room SRC1.118
1801 Park Rd 1C
Smithville, TX 78957**

- 1.11.1 A guided tour of Owner's facilities 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.) 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, 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 a Letter of HUB Commitment 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 Respondent's Proposal. Respondent shall develop and administer a HSP as a part of Respondent's Proposal in accordance with 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 Respondent's letterhead ensuring that if awarded a contract, Respondent will complete a HSP for each Job Order that may exceed \$100,000 assigned to 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 Job Order basis in accordance with Item 1.13.1.2 above.
 - 1.13.1.4 All Letters of HUB Commitment must be submitted by the Submittal Deadline 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 Letter of HUB Commitment as described in Section 4.1.2 of this RFP.
- 1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 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." It will be the responsibility of the Contractors under this Program to incorporate allowable tax savings into its Job Order Proposals.
- 1.16 CERTIFICATION OF FRANCHISE 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. Respondent acknowledges its obligation and agrees that if awarded a contract pursuant to this solicitation, Respondent will ensure that each Subcontractor and supplier that Respondent places under contract will also provide a certification of franchise tax status as required by Chapter 171 of the Texas Tax Code.
- 1.17 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 applies to all building or construction contracts advertised for bid on or after September 1, 1994. 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. The requirements of the rule are set forth in the 2013 Uniform General Conditions for University of Texas Building Construction Contracts (UTUGCs).

- 1.18 PREVAILING MINIMUM 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 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 per underpaid worker per day or portion thereof.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Section 14.52, Texas Family Code, provides that a child support obligor who is thirty (30) or more days delinquent in paying child support under a court order or a written repayment agreement is not eligible to submit a proposal or enter into a contract to provide property, materials, or services under a contract with the State. Further, it provides that a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, major shareholder or substantial owner is such a delinquent obligor is ineligible to submit a proposal on a state contract.
- 1.20 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.
 - 1.20.1 Each UT System campus is a financially separate entity and shall be solely responsible for the financial commitments of that institution.
- 1.21 INSURANCE: Contractor shall carry and will cause its subcontractors to carry, at least the insurance in accordance with the terms of Owner's Standard Agreement (*ref. Attachment A, Owner's Standard Agreement*; and Article 5.2, Insurance Requirements, UTUGCs, and Owner's Special Conditions).
- 1.22 PROPOSAL SECURITY BOND: A Proposal Security Bond is not required.
- 1.23 PERFORMANCE AND PAYMENT BONDS: For each Job Order issued, a Performance Bond and a Payment Bond may be required upon award of that specific Job Order. When required, the Payment Bond and the Performance Bond shall be provided in accordance with the terms of Owner's Standard Agreement and the UTUGCs.
- 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 under this RFP.
- 1.25 COMPLIANCE WITH LAW: Contractor 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 CFR 60-250), 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.

- 1.26 DISCLOSURE OF INTERESTED PARTIES STATUTE.** In its Proposal, Respondent must agree to comply with Section 2252.908, Texas Government Code (“Disclosure of Interested Parties Statute”) and 1 Texas Administration Code Sections 46.1 through 46.3 (“Disclosure of Interested Parties Regulations”) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing the TEC and Owner with the information required by the Disclosure of Interested Parties Statute and the Disclosure of Interested Parties Regulations on the form promulgated by the TEC. The form will be required to be submitted to Owner prior to the countersigning of the final agreement and is not a required element of Respondent’s Proposal.

1.26.1 **Frequently Asked Questions For Disclosure of Interested Parties (Form 1295)** can be viewed at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

1.26.2 **Form 1295, Certificate of Interested Parties,** can be viewed at <https://www.ethics.state.tx.us/forms/1295.pdf>.

- 1.27 Certification Regarding Boycotting Israel:** Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Respondent acknowledges any Agreement awarded may be terminated and payment withheld if this certification is inaccurate.

- 1.28 Certification Regarding Business with Certain Countries and Organizations:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges any Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

MD Anderson is known throughout the world for high-quality cancer care, research, academic programs and prevention services. Since its establishment in 1941, MD Anderson has made major contributions to improve the outlook for cancer patients everywhere.

MD Anderson was one of the first three federally designated comprehensive cancer centers by the National Cancer Act of 1971. A survey of health professionals has routinely ranked MD Anderson as one of the two premier cancer centers in the nation for the past eight years. Over 55,000 persons annually seek care at MD Anderson. The team approach to cancer care, pioneered at MD Anderson, has been strengthened by consolidating specialty

clinics into multi-disciplinary care centers that allow patients to receive more ambulatory care and treatment in a single location.

MD Anderson offers one of the largest bone marrow and stem cell transplantation programs, as well as clinical trials, to improve existing therapies. Teams of clinical specialists collaborate with scientists on problems of common interest and test theories that shorten the application of better treatment methods. Translational research studies are responsible for the promising field of chemoprevention, which uses synthetic vitamins to reverse pre-malignant lesions and halt the recurrence of some cancers, and for innovative gene therapy strategies being evaluated for several forms of cancer.

With faculty and staff working in more than 30 buildings in the greater Houston area and in central Texas, MD Anderson is the largest freestanding cancer center in the world. The physical plant covers more than 11 million square feet, featuring the latest equipment and facilities to support growing needs in outpatient and inpatient care, research, prevention and education.

MD Anderson has two other campuses, one of which is located near Smithville, Texas and the other is located near Bastrop, Texas. The Smithville campus is located on a 717 acre site adjacent to Buescher State Park and is referred to as the UT MD Anderson Science Park Research Division. It houses the Department of Carcinogenesis. Current research activities include studies in cellular and molecular biology, genetics, virology, immunology, toxicology, and pharmacology. The campus has more than 150,000 square feet of research and educational facilities.

The Bastrop campus is located on a 381 acre site and employs more than 120 staff and faculty. It houses the Veterinary Sciences Division and is referred to as the Michale E. Keeling Center for Comparative Medicine and Research. It is engaged in the study of the environmental causes of cancer and other studies which include hepatitis, HIV, diabetes, hypertension, obesity, cellular immunology, aging, and behavior. The Bastrop site also includes a center to provide veterinary resources for research.

The two campuses located in Bastrop County, Texas are the subject of this RFP.

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, and through education for undergraduate and graduate students, trainees, professionals, employees and the public.

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 Owner anticipates a need for Job Order Contracting Services enabling Owner to engage one or more contractors for the minor construction, repair, rehabilitation or alteration of its facilities in Bastrop County, Texas. 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. Owner has the JOC method of delivery as one of many options for procuring construction services. Generally, the projects to be implemented under Owner's JOC Program will range in value up to five hundred thousand dollars (\$500,000).
- 2.3.2 Under the terms of Owner's Master Agreement for Job Order Contracting Services, Contractor(s) will be required to perform and complete all work per the 2013 Uniform General Conditions for University of Texas System Building Construction Contracts and certain Owner's Specifications as set forth in the Master Agreement and the Exhibits attached thereto or incorporated by reference therein.
- 2.3.3 The base term of Owner's JOC program is for the period from September 1, 2019 to August 31, 2021 and may be extended thereafter, not exceeding a total of six (6) years. The program may be renewed upon written agreement of both parties prior to the termination date.
- 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 approved by Owner prior to the expiration of the Master Agreement. The terms of the Master Agreement shall automatically extend for the Job Order and shall remain in force throughout the duration of said continued Job Order.
- 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 Owner in accordance with the terms of Owner's Standard 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. For Job Orders with an anticipated cost over \$100,000, Contractor will submit a HUB Subcontracting Plan with its response to the Job Order RFP unless Owner notifies Contractor in writing that no subcontracting opportunities exist with respect to that Job Order.

- 2.3.8 In response to a Job Order RFP, Contractor will provide Owner with a written Job Order Price Proposal in accordance with the terms of the Master Agreement.
- 2.3.9 The Price may be comprised of up to three components; Pre-priced Items; Non-pre-priced Items, and an amount for Other Cost Items that may be required for the Job Order.
- 2.3.9.1 The cost of Pre-priced Items will be based on unit prices in the Unit Price Guide as set forth in the terms of the Master Agreement. The Unit Price Guide “Total Including Overhead & Profit” amount for each line item of work appropriate for a specific Job Order will be summed to determine the total amount of the Pre-priced Items.
- 2.3.9.2 The cost of Non-pre-priced Items will be developed as set forth in the terms of the Master Agreement.
- 2.3.9.3 The amount for Other Cost Items will be developed as set forth in the terms of the Master Agreement.
- 2.3.10 Owner and Contractor will review Contractor’s Job Order Proposal and negotiate any changes, clarifications or modifications as required. Contractor will submit a revised Job Order Proposal incorporating any changes, clarifications or modifications made in the review process. Owner may accept, reject or seek modification of any Job Order Proposal.
- 2.3.11 Following acceptance of a specific Job Order Proposal, Owner will issue a Purchase Order to Contractor.
- 2.3.12 Following issuance of the Purchase Order, Owner will issue a Notice to Proceed with Construction to Contractor.
- 2.3.13 Work will be deemed to commence on the date specified in the Notice to Proceed and shall continue until Final Completion of all Work. The Contractor will complete the Work within the Job Order Time established in the Notice to Proceed, subject to extensions of time approved by Owner through Change Order.
- 2.3.14 For each Job Order, Contractor shall be paid the Job Order Price, as that term is defined within the Master Agreement,. The total amount paid to Contractor for a specific Job Order will not exceed the Job Order Price established for that Job Order.
- 2.4 PROCUREMENT SCHEDULE: Key procurement schedule milestones, subject to change at Owner’s sole discretion, are:
- **Owner conducts Pre-Submittal Conference** Refer to Section 1.11
 - **Last day to submit Request for Information (RFI) 2:00 PM CST** July 25, 2019
 - **Responses to RFIs posted to Owner’s website** August 2, 2019
 - **Owners receives Proposals and HUB Letters of Commitment** Refer to Section 1.5
 - **Owner conducts interviews, if Owner so chooses** August 26, 2019

- Owner determines Respondent(s) who submitted “best value” offers August 27, 2019
- Owner submits Master Agreement to Contractor for execution September 11, 2019
- Contractor delivers executed Master Agreement to Owner September 16, 2019
- JOC Program begins October 1, 2019

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 Respondent or Respondents, if any, selected by Owner in accordance with the requirements set forth in this RFP will be 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 Coefficient Multiplier 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 Owner in terms of (1) services, (2) total overall cost to Owner, and (3) job order management expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to 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 CRITERION ONE: RESPONDENT’S STATEMENT OF INTEREST AND ABILITY TO PROVIDE SERVICES

- 3.3.1.1 Provide a statement of interest for participating in Owner’s Job Order Contracting program including a narrative describing 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 Respondent, its principal(s) and assigned professionals to actively participate in Owner’s Job Order Contracting program.
- 3.3.1.3 Provide the following information on your firm for the past five (5) fiscal years:
 - Firm’s Legal Name
 - Annual number, value and percent change of contracts in Texas per year;
 - Annual number, value and percent change of contracts nationally per year;
 - Annual revenue totals and percent change per year;
 - Total bonding capacity;

- Available bonding capacity and current backlog;
- 3.3.1.4 Provide a Financial rating of your firm and any documentation (such as Dunn and Bradstreet analysis) which indicates the financial stability of your firm.
- 3.3.1.5 Attach a letter of intent from a surety company indicating your firm's ability to secure bonds. The surety shall acknowledge that the firm may be bonded for the full amount of a given job order project. Bonding requirements are set forth in the draft Master Agreement and in the 2013 Uniform General Conditions for University of Texas System Building Construction Contracts.
- 3.3.1.6 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.
- 3.3.1.7 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a contract with Owner.
- 3.3.1.8 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.
- 3.3.1.9 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.
- 3.3.2 CRITERION 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, research laboratory, administrative, and research animal 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, contract payment method (lump sum, cost + fee with GMP, etc.) 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)
- The owner's representative who served as the day-to-day liaison during construction, including telephone number and email address
- 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 if longer than five years

3.3.2.3 References shall be considered relevant based on specific project participation and experience with 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 CRITERION 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 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.

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

- Institution name, location, and payment method (fixed price, cost + fee)
- Color images (photographic or machine reproductions)
- General description of the type of work completed under Job Orders issued under the program.
- Total number of job orders executed under the program
- Average number of Job Orders completed per month and per calendar year
- Name of your firm's primary project manager(s) and superintendent(s) assigned to projects under the program
- Owner's program manager (individual responsible to the owner for the overall success of the program). Provide name, telephone #, and email

- Owner's project manager(s) (individual(s) responsible for coordinating the day to day work). Provide name, telephone #, and email

3.3.4 CRITERION 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 CRITERION 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 or programs listed in response to Section 3.3.2 or 3.3.3 of this RFP, provide examples of how these techniques were used, including specific scheduling requirements and challenges and actual solutions.

3.3.5.2 Describe your in-house technical expertise for self-performing renovation, repair and replacement projects.

3.3.5.3 Describe your ability to rapidly mobilize for individual job order requests at somewhat remote locations.

3.3.5.4 Explain your past success providing added value to the owner by identifying the added value delivered and explaining how you accomplished the success.

3.3.5.5 A copy of Owner's Standard Agreement is attached hereto. Identify any terms of the Owner's Standard Agreement you will require to be changed prior to executing the Master Agreement. Note: The amount and type of requested changes may be considered in the determination of the "best value" offer.

3.3.6 CRITERION SIX: RESPONDENT'S KNOWLEDGE OF CURRENT JOC CONSTRUCTION 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, services, special services, advantages, or other unique benefits not specified in this RFP that your company will provide to Owner.

3.3.7 CRITERION SEVEN: RESPONDENT'S PROBLEM RESOLUTION CAPABILITIES

3.3.7.1 Describe how your firm typically identifies and resolves construction related issues and problems.

3.3.7.2 What difficulties do you anticipate in serving Owner's campuses and how do you plan to manage them? What assistance will you require from Owner?

3.3.8 CRITERION EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING 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 commissioning program, explaining the methods and resources used. 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 Provide examples of records, reports, monitoring systems, and information management systems you will use when executing projects under Owner's JOC program.

3.3.9 CRITERION 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 CRITERION TEN: RESPONDENT'S PRICING AND DELIVERY COMMITMENT PROPOSAL

- 3.3.10.1 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 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, Execution of Offer, and HUB Commitment Letter, do not count as printed pages. Each bound copy must be in the following order.

- Cover
- Cover Letter
- Table of Contents
- CRITERION ONE: RESPONDENT'S STATEMENT OF INTEREST AND ABILITY TO PROVIDE SERVICES
- CRITERION TWO: RESPONDENT'S DEMONSTRATED COMPETENCE AND EXPERIENCE WITH IMPLEMENTING INSTITUTIONAL FACILITY PROJECTS UNDER JOB ORDER CONTRACTING PROGRAMS
- CRITERION THREE: RESPONDENT'S EXPERIENCE PROVIDING JOC SERVICES FOR COMPLEX HEALTHCARE, RESEARCH OR HIGHER EDUCATION INSTITUTIONS
- CRITERION FOUR: RESPONDENT'S QUALIFICATIONS AND EXPERIENCE OF THE TEAM MEMBERS PROPOSED TO MANAGE OWNER'S JOC PROGRAM
- CRITERION FIVE: RESPONDENT'S PAST PERFORMANCE AND ABILITY TO MANAGE JOC PROJECTS AND PROVIDE ADDED VALUE
- CRITERION SIX: RESPONDENT'S KNOWLEDGE OF CURRENT JOC METHODOLOGIES AND TECHNOLOGY
- CRITERION SEVEN: RESPONDENT'S PROBLEM RESOLUTION CAPABILITIES
- CRITERION EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAMS
- CRITERION NINE: RESPONDENT'S SAFETY PROGRAM
- CRITERION TEN: RESPONDENT'S PRICING AND DELIVERY COMMITMENT PROPOSAL

Respondent's Pricing and Delivery Commitment Proposal and Execution of Offer must be submitted at the same time the sealed Proposal is submitted and must be submitted in a sealed envelope separate from the Proposal. The Pricing and Delivery Commitment Proposal may be included within the same envelope that contains the Execution of Offer. The envelope(s) containing these documents must clearly be labeled and marked with Owner's RFP number and the project name.

▪ **LETTER OF HUB COMMITMENT**

The Letter of HUB Commitment must be submitted at the same time the sealed Proposal is submitted. The envelope containing the Letter of HUB Commitment must clearly be labeled "Letter of HUB Commitment", and marked with the RFP Number and solicitation name.

- 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 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 Owner, at its option.
 - 4.1.6 Owner makes no representations of any kind that an award will be made as a result of this RFP. 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 Respondent to the questions identified in Section 3 of this RFP will be used by 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.); Respondent is not required to number the pages of the Pricing and Delivery Commitment Proposal, the Execution of Offer or the Letter of HUB Commitment.
- 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 (ATTACHMENT B)
- Signed and Completed Execution of Offer (ATTACHMENT C)
- Signed and Completed Letter of HUB Commitment (ATTACHMENT D)
- Other applicable submittals required in this RFP

SECTION 5 – ATTACHMENTS TO THE REQUEST FOR PROPOSALS

Attachment A	Job Order Contracting Master Agreement DRAFT
Attachment B	Respondent's Pricing and Delivery Proposal
Attachment C	Execution of Offer Form
Attachment D	Attachment D – Rider 104-D; Policy on Utilization Historically Underutilized Businesses
Attachment E	Request for Information Form