DATE: April 11, 2017

BID INVITATION NUMBER: FM2017-010 General Contractor for Renovation to Vivarium in Life Science Building

BID OPENING DATE & TIME: April 18, 2017 at 3:00 PM

REPLACE:

Pricing and Delivery Submittal Form and Execution of Offer (pages 21-29) with attached Revised Pricing and Delivery Submittal Form and Execution of Offer – correction has been made to include 10% Owner’s contingency in base bid amount.


CLARIFICATIONS:

Addendum No. 1 Drawing and Specification package by CRB Consulting Engineers can be downloaded from the following website:

https://uta.app.box.com/s/5korx7n40ij52uyet47vqr2niddhxij

1. The awarded contractor will be required to use PlanGrid project management software on the jobsite.

2. Rooms 559 and 559A and the areas adjacent to these rooms will need to be kept accessible during construction.

3. Question: Is a copy of the current asbestos report available for the area? The report would help us gage the extent of demolition scope that will already be performed due to gaining access to the asbestos for removal. (i.e. work above the hard ceilings in the area).

Answer: Please bid 100% demo per the plans. A complete asbestos re-survey of the area has been completed and areas that will be abated and demolished by Owner will be negotiated with the awarded contractor as a credit back to the Owner. Special Note: The contractor will be required to mark the walls prior to Abatement demo by Owner.
4. **Question:** It was mentioned verbally in the pre-bid meeting that the fire alarm would be by UTA. I can't seem to find anything in the RFP that specifically states this. Just want to confirm whether this is to be by UTA or by GC. It does say that the fire protection system is by UTA.

**Answer:** UT Arlington will be managing and coordinating the fire alarm installation as well as the fire protection system.

5. **Dudick, Inc.** has been approved as manufacturer for Resinous Flooring Section 096723.

6. **Tennant Company** has been approved as manufacturer for Resinous Flooring Section 096723.

7. **Question:** Will work below 5th floor/4th floor ceiling have free access to space to perform underfloor work during normal hours?

**Answer:** Yes, work on the 4th floor can happen during normal working hours but it will need to be scheduled with the occupants prior to work.

8. **Question:** What is Owner Lab Equipment installation date?

**Answer:** The delivery dates for the Owner furnished lab equipment are not available at this time. This information will be provided to the awarded vendor as soon as it is available.

Contract Specialist (817) 272-0192

This addendum forms a part of the contract documents and modifies the original solicitation documents. Acknowledge receipt of this Addendum in the space provided on the Bid Submittal Form, or by returning one (1) signed copy of this notice.

Make all changes identified above to the solicitation documents. All other terms and conditions in the solicitation documents remain unchanged and in full force and effect.

SIGNED: ________________________________

COMPANY NAME: ________________________________
PRICING AND DELIVERY SUBMITTAL FORM – REVISED 4/11/17

RFP Number: **FM2017-010** Proposal Submittal Deadline: **April 18, 2017 at 3:00 PM Central Time**

**Project:** GENERAL CONTRACTOR FOR RENOVATION TO VIVARIUM IN LIFE SCIENCE BUILDING

FOR THE UNIVERSITY OF TEXAS AT ARLINGTON – ARLINGTON, TEXAS

Date: ______________________

PROPOSAL SUBMITTAL OF:

Name of Company: __________________________________________________

Physical Address:   ___________________________________________________

Mailing Address:    ___________________________________________________

_____________________________________________________________________

Telephone Number_____________________     Fax Number__________________

Email Address: ___________________________________________________

Federal Employers Identification Number:______________________________
(Taxpayer identification number)

TO:    The University of Texas at Arlington

Attention: Viki Lewis

Office of Facilities Management

1225 West Mitchell Street, Suite 205

Arlington, Texas 76019

NOTE: Proposals are **not** accepted that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Dear Sir:

Having carefully examined the UNIFORM GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and SPECIAL CONDITIONS, the Plans and Specifications and addenda thereto as prepared by The University of Texas at Arlington and Clark, Richardson, and Biskup Consulting Engineers, Inc., as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve final completion of the work in accordance with the contract documents for the following sum:
**BASE PROPOSAL**

Base Proposal must include all labor, materials, tools, equipment, and required bonds to perform the work required for the Renovation and Addition to University Center Career & Leadership Center, located on the campus of The University of Texas at Arlington, in accordance with all specifications and conditions, in the following amounts, for the three (3) areas below.

NOTE: Amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and figure amount, the written amount will govern.

1. **Base Bid Proposal:** Area illustrated with a light blue shade on Page 12

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)

**CONTINGENCY AMOUNT:** Owners Contingency amount of 10% Included in the Base Proposal total amount above. Remaining contingency will be released back to Owner upon project completion unless otherwise mutually appropriated.

2. **Add Alternate #1:** Area illustrated with a red shade on Page 12

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)

3. **Add Alternate #2:** Area illustrated with an orange shade on Page 12

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)

4. **Add Alternate #3:** Area illustrated with a yellow shade on Page 12

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)

5. **Add Alternate #4:** High Pressure Steam works outside the barrier including replacing reducing valves in the basement.

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)

6. **Complete project bid:**

   This cost is to perform all works on the construction documents to complete the entire vivarium renovation project including the animal barrier. (Includes all previous alternates)

   ___________________________________________________________________ Dollars ($_________________)  
   (Written amount)
ADDENDA:
The respondent acknowledges the receipt of the following addenda:

   Addendum No.1: Dated __________
   Addendum No.2: Dated __________
   Addendum No. 3 Dated __________
   Addendum No. 4: Dated __________

CONDITIONS:
The undersigned agrees, if awarded the contract, to achieve final completion of the work as outlined by the Project Manual and Specifications within _______ calendar days from notice to proceed date to substantial completion. **Final Completion must be met by August 21, 2017.**  

The undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand Dollars ($1,000.00) for each calendar day after the contract completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated in the contract. This sum is not construed in any sense as a penalty.  

The undersigned agrees, if awarded the contract, to execute the Agreement and Performance and Payment Bonds within ten (10) days after notification of award and to commence work on or before the commencement date stated by the Owner in a Notice to Proceed; such commencement date shall be 10 or more days after the date of the Notice to Proceed. The undersigned acknowledges that any partial payments made in accordance to Section 3.19 of the Proposal Packet, with respect to payment for materials, will only be for those materials actually installed. In addition, the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner, if requested, a Certification of Franchise Tax Status of such subcontractor or supplier.  

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive minor technicalities. It is further agreed that this Proposal shall be valid and not withdrawn for a period of **ninety (90) days** from this date of opening thereof.

ACCEPTANCE OF PROPOSAL OR AWARD OF CONTRACT

By signing this Proposal, the undersigned certifies as follows:

   “Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this proposal 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.”

   “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, Proposal, 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.”
FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL SUBMITTED.

Respectfully submitted,

By:

________________________________
(Signature)

________________________________
(Printed Name)

(Seal: If Proposal by a corporation)

________________________________
(Title)

Business Address: ________________________________

________________________________________

Note: Submit one (1) Proposal with original signatures and three (3) identical copies of Pricing & Delivery Submittal form, Execution of Offer form, and Qualifications in one (1) envelope.

Submit one (1) HUB Subcontracting Plan with original signatures and one (1) identical copy in separate envelope.
EXECUTION OF OFFER

RFP NO. FM2017-010

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the goods and/or services at the prices quoted and comply with all terms, conditions, requirements set forth in the RFP documents and contained herein. Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposal and is not a contract or an offer to contract; (2) the submission of a Proposal by Respondent in response to this RFP will not create a contract between UTA and Respondent; (3) UTA has made no representation or warranty, written or oral, that one or more contracts with UTA will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

2. By signature hereon, Respondent agrees that in the event it makes a false statement by affirming or certifying the information below, UTA may, at its option, reject Respondent's Proposal without further liability. In addition, Respondent agrees to notify UTA in writing within thirty (30) days of any changes in the information affirmed or certified by Respondent below.

3. By signature hereon, Respondent affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Proposal.

4. By signature hereon, Respondent affirms that it has not received compensation for participation in the preparation of the specifications for the RFP (ref. Texas Government Code Section 2155.004).

5. By signature hereon, Respondent affirms that the individual or business entity named in this Proposal 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 (ref. Texas Government Code Section 2155.004).

6. By signature hereon, the Respondent hereby further certifies that, to the best knowledge of Respondent, neither Respondent, nor any affiliate of Respondent, nor anyone acting for Respondent, has violated the antitrust laws of the State of Texas codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly Respondent’s Proposal or Proposal made to any competitor or any other person engaged in the line of business which is the subject of this RFP.

7. A Proposal or application for a contract, grant or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the Proposal or application. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposal with an ownership interest of at 25% is more than 30 days delinquent in paying child support.

(Named) (Social Security Number)

(Named) (Social Security Number)

(Named) (Social Security Number)

(Named) (Social Security Number)

8. By signature hereon, Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9. By signature hereon, Respondent agrees to comply with Texas Government Code, title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.
10. By signature hereon, Respondent certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: ___________________________________
Name of State Agency: _______________________________________
Date of Separation from State Agency: ___________________________
Position with Proposal: _________________________________________
Date of Employment with Respondent: _______________________________

11. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Proposal as defined in Texas Government Code 2155.444. In the case of a tie the award will be made in accordance with Texas Administrative Code Title 34 Rule §20.32 (68). Check below preference claimed under TAC Title 34, Rule §20.32:

( ) Texas Respondent.
( ) Texas and United States products and Texas services.
( ) Products of persons with mental or physical disabilities.
( ) Recycled, remanufactured or environmentally sensitive products.
( ) Energy efficient products.
( ) Rubberized asphalt paving materials.
( ) Recycled motor oil and lubricants.
( ) Products produced at a facility located on property for which the owner has received a certificate of completion under §361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.
( ) Vendors that meet or exceed air quality standards.

12. By signature hereon, Respondent confirms that any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of Chapter 2260 of the Texas Government Code.

13. By signature hereon, Respondent confirms that Respondent shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of this contract.

14. By signature hereon, Respondent agrees that information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

15. By signature hereon, Respondent agrees that any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

16. By signature hereon, Respondent agrees that any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTA shall issue written notice to Contractor and UTA may terminate the contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTA.

17. By signature hereon, Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds (Texas Government Code Section 2262.003). Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds
received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

18. By signature hereon, Respondent agrees to comply with all specifications, requirements, terms, and conditions set forth in this RFP and on any attachments hereto.

19. By signature hereon, Respondent certifies that, to the best knowledge of Respondent, all statements and information prepared and submitted to UTA in connection with this RFP are current, complete, and accurate.

20. By signature hereon, a corporate or limited liability company Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or a limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UTA's option, may result in cancellation of this Contract and any Transaction Confirmation pursuant to this Contract.

21. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of their Respondent is authorized to sign such documents on behalf of Respondent and to bind Respondent under any contract that may result from the submission of this Respondent.

22. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas institution or any member of The University of Texas System Board of Regents, or Respondent has not been an employee of any University of Texas institution within the immediate twelve (12) months prior to the execution of this Contract.

23. By signature hereon, Respondent represents and warrants that all goods and services under this offered as a result of this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.

24. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent shall provide immediate written notification to UTA if, at any time prior to award, Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed if UTA enters into a contract with Respondent. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to UTA, UTA may reject Respondent’s Respondent and terminate any resulting Contract for default by Respondent.

25. By signature hereon, Respondent acknowledges that UTA is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Respondent to work on site at UTA’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Respondent shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the General Services Administration (GSA) System for Award Management, to work on site at UTA’s premises or facilities. Respondent shall perform a GSA sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTA's premises or facilities. Respondent acknowledges that UTA will require immediate removal of any employee, subcontractor or agent of Respondent assigned to work at UTA’s premises or facilities if such employee, subcontractor or agent is found to be on the GSA's List of Excluded Individuals. The GSA’s List of Excluded individuals may be accessed through the following Internet website: https://www.sam.gov/portal/public/SAM/

26. By signature hereon, Respondent certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its
employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Respondent agrees that a breach of this certification is a violation of Equal Opportunity provisions of Federal Law. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Respondent further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity provisions of Federal Law, Respondent will retain such certifications for each one of its subcontractors in Respondent’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Non-segregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity provisions of Federal Law. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Respondent understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

27. Not Used

28. By signature hereon, Respondent represents and warrants that is has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

29. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as defined by the State of Texas or as indicated below. Check status below:
   ( ) Small Business (House Bill 366, 64th Legislature)
   ( ) Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
   ( ) Certified by Texas Department of Commerce
   ( ) Status not claimed

Complete the following:

If Respondent is a Corporation:

State of Incorporation: _________________________
Charter No: _________________________________

FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL SUBMITTED.

Submitted By:
<table>
<thead>
<tr>
<th>(Company Name)</th>
<th>(Respondent’s Authorized Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Street Address)</td>
<td>(Printed Name/Title)</td>
</tr>
<tr>
<td>(City, State, Zip Code)</td>
<td>(Date)</td>
</tr>
<tr>
<td>(Telephone Number)</td>
<td>(Facsimile Number)</td>
</tr>
</tbody>
</table>

**NOTICE:**
You may be entitled to know what information The University of Texas at Arlington (U.T. Arlington) collects concerning you. You may review and have U.T. Arlington correct this information according to procedures set forth in UTS 139. The law is found in sections 552.021, 552.023 and 559.004 of the Texas Government Code.
PREVAILING WAGE DETERMINATION
DALLAS AREA

The University of Texas System
Office of Facilities Planning and Construction
Date: May 27, 2016
Construction Type: Building
Area: Dallas

<table>
<thead>
<tr>
<th>Building Construction Trade Classification</th>
<th>Prevailing Wage Rate</th>
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</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$15.00</td>
</tr>
<tr>
<td>Concrete Finisher</td>
<td>$16.00</td>
</tr>
<tr>
<td>Drywall/Ceiling Installer</td>
<td>$15.50</td>
</tr>
<tr>
<td>Electrician</td>
<td>$17.00</td>
</tr>
<tr>
<td>Elevator Mechanic</td>
<td>$28.50</td>
</tr>
<tr>
<td>Fire Proofing Installer</td>
<td>$16.71</td>
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<tr>
<td>Flooring Installer</td>
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<tr>
<td>Glazier</td>
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<tr>
<td>Heavy Equipment Operator</td>
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<tr>
<td>Ironworker</td>
<td>$15.00</td>
</tr>
<tr>
<td>Laborer</td>
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<tr>
<td>Light Equip Operator/Driver</td>
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</tr>
<tr>
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<tr>
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<tr>
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<tr>
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<tr>
<td>Sprinkler Fitter</td>
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<tr>
<td>Tile Setter</td>
<td>NA</td>
</tr>
<tr>
<td>Waterproofer</td>
<td>$15.50</td>
</tr>
</tbody>
</table>

Notes:
1. Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.
2. Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award. The job classifications are not inclusive of all possible trades on the construction project.
3. It is the responsibility of the contractor to classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurate with determined rates.