



DATE: November 21, 2017
TO: Potential Bidders
FROM: Elaine Robbins – Construction Solicitation Coordinator
SUBJECT: Addendum #1
 RFP752-18-200541ER
 CMAR – UNT Dining Hall

- 1) This Addendum is re-issues Document 004100-Proposal Form.
Note on the first page of the document the last sentence has been added for a response,
“Please indicate under General Conditions if a CCIP is being considered”.

- 2) The Architect that will be performing the design of the project will be:
Kirksey Architects, Inc. dba Kirksey

Signature

Date

DOCUMENT 004100

PROPOSAL FORM

Proposal of: _____
(Company Name)

The University of North Texas System (UNTS), subsequently referred to as the Owner, is accepting sealed proposals from Respondents for a Construction Manager-at-Risk contract, pursuant to Sec. 51.782, Texas Education Code, using the one-step process in accordance with the terms, conditions and requirements set forth in this Request for Proposals (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Owner.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)

TO: Elaine Robbins
University of North Texas System
Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Construction Manager-at-Risk services as required pursuant to the aforementioned documents at the below quoted terms.

PRICING SCHEDULE

A lump sum "not to exceed" amount for preconstruction phase services:

A "not to exceed" amount for reimbursable expenses associated with the preconstruction phase:

A percentage of construction costs, which will be converted to a "not to exceed" construction management fee:

A "not to exceed" amount for General Conditions associated with the construction of this project:

Provide a detailed breakdown per the categories provided in the attached file, *General Conditions Matrix REV.10-20-17*, whether self-performed or assigned to subcontractors as an attachment to this Proposal Form. Clearly note any additional anticipated General Conditions not identified in the matrix.

Please indicate under General Conditions if a CCIP is being considered.

DELIVERY SCHEDULE

Respondent, having carefully examined the Owner's delivery schedule as described in Division 00, Section 002100, *Instructions to Proposers* herein, agrees to furnish the Construction Management services based on the aforementioned delivery schedule. Any proposed revision or modification to the delivery schedule or listed deliverables are as listed below:

PAYMENT TERMS

UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Respondent shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

INSURANCE

The Contractor shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000.

LIQUIDATED DAMAGES

As allowed for in the UNTS Uniform General Conditions 2017, Liquidated Damages shall be established that more accurately reflect the estimated actual amount of damages the Owner will sustain for late completion. The need to complete Housing projects on time is critical. For the purposes of calculating Liquidated Damages, substantial completion shall be applied to designated portions of the Work. For each day that facility is not Substantially Complete and not operational and fit for the Owner to occupy, damages will be assessed at \$1,000.00 per day, past substantial completion date.

ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____ No. 6: _____

Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of 180 days following the proposal opening.

**THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, a corporate 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 is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation 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 UNTS's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material

- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
- 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

9. By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the vendor or applicant 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.”

“Under Section 2155.004, Texas Government Code, the vendor or applicant 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.”

10. 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 UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.
11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with Respondent: _____ Date of employment with Respondent: _____

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
13. Respondent represents and warrants that all articles and services quoted in response to 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 solicitation.
14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. _____

If a Corporation
State of Incorporation: _____

FEI No. _____

Charter No: _____

Company Information:

Submitted by:

(Company Name)

(Authorized Signature)

(Street Address Line 1)

(Printed Name/Title)

(Street Address Line 2)

(Date)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(Email address)