ADDENDUM #1

REQUEST FOR COMPETITIVE SEALED PROPOSALS
FOR A GENERAL CONTRACTOR

The University of Texas Health Science Center at San Antonio
Renovate LAR at Medical School Bldg.

RFP No.: 745-16-9940

RFP Submittal Due Date: 3:00 PM; Tuesday, July 26, 2016

Prepared By:
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Addendum #1

The following information is issued to change, clarify, supplement or further explain the above referenced RFP. This information shall supersede and take precedence over the information contained in the RFP in the event of a conflict.

ITEM #001: UTHSCSA, Addendum #1, dated 07/14/2016. Additional scope of work to provide and install FRP panels.

ITEM #002: EXHIBIT B; Respondent’s Pricing and Delivery Proposal and Execution of Offer has been revised. Remove existing Exhibit B in its entirety and discard. Replace with Exhibit B, Addendum #1, dated 07/14/2016.

End of Addendum #1
July 14, 2016

ADDENDUM NUMBER 1

Re: WO#00368279
LAR Doors, Floors & 109C/115C

This Addendum forms a part of the Bidding Documents and modifies them as follows:

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**Drawings:**

**Item No. 1. Additional Scope of Work, Attached** — Provide and install FRP panels in rooms.

Provide and install 4’x8’ Fiberglass Reinforced Plastic (FRP) panels vertically with appropriate trim: inside corners, outside corners, Division bars, end caps/ J-trim. Basis of design is Korogard Protective Wallcovering, 0.125 thick, standard texture and color will be determined at a later date.

Attach FRP onto existing glazed block. Provide color-matched caulk at all edges, intersections and joints, except at the bottom.

Cut out holes in FRP at through wall utilities.

Provide FRP above doors, to match the adjacent height.

Overlap bottom of FRP by 1-1/2” from the top of the integral cove base. Do not provide bottom trim.

Provide and install FRP for rooms:

DTL 1.408U
DTL 1.410U
MED 109C
MED 110C
MED 111C
MED 112C
MED 113C
MED 114C
MED 115C
MED 131C
MED 132C
MED 133C
MED 134C
MED 142C
MED 143C
MED 144C
MED 145C
MED 177D
MED 177-1/2D
MED 118D
RESPONDENT’S PRICING AND DELIVERY PROPOSAL
and
EXECUTION OF OFFER

RFP No.: 745-16-9940

Project Name: Renovate LAR at Medical School Bldg.

From: Respondent’s Name: ________________________________
Mailing Address: ________________________________________
City, State, Zip Code: ____________________________________
Phone Number: _________________________________________

To: The University of Texas Health Science Center at San Antonio

Having carefully examined the Uniform General Conditions for The University of Texas System Building Construction Contracts (UGC), the Plans and Specifications and addenda thereto, as prepared by The University of Texas Health Science Center at San Antonio, the Project Architect/Engineer on this Project, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all supervision, labor, materials, equipment and tooling necessary to achieve Substantial Completion of the work in accordance with the Contract Documents for the following sum (Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern):

1.1 PROPOSAL COST: Renovate LAR at Medical School Bldg.:

__________________________________________________________ DOLLARS ($__________________).

1.2 ALTERNATE PROPOSALS: The Owner reserves the right to accept or reject any Alternate Proposals in the order of its choice. The following amounts may be added to, or deduced from, the Base Proposal Cost identified above.

1.2.1 ALTERNATE PROPOSAL COST No. 1 – Provide and Install FRP, room DTL 1.408U
__________________________________________________________ DOLLARS ($__________________)

1.2.2 ALTERNATE PROPOSAL COST No. 2 – Provide and Install FRP, room DTL 1.410U
__________________________________________________________ DOLLARS ($__________________)

1.2.3 ALTERNATE PROPOSAL COST No. 3 – Provide and Install FRP, room MED 109C
__________________________________________________________ DOLLARS ($__________________)

1.2.4 ALTERNATE PROPOSAL COST No. 4 – Provide and Install FRP, room MED 110C
__________________________________________________________ DOLLARS ($__________________)

1.2.5 ALTERNATE PROPOSAL COST No. 5 – Provide and Install FRP, room MED 111C
__________________________________________________________ DOLLARS ($__________________)
1.2.6 ALTERNATE PROPOSAL COST No. 6 – Provide and Install FRP, room MED 112C

DOLLARS ($___________)

1.2.7 ALTERNATE PROPOSAL COST No. 7 – Provide and Install FRP, room MED 113C

DOLLARS ($___________)

1.2.8 ALTERNATE PROPOSAL COST No. 8 – Provide and Install FRP, room MED 114C

DOLLARS ($___________)

1.2.9 ALTERNATE PROPOSAL COST No. 9 – Provide and Install FRP, room MED 115C

DOLLARS ($___________)

1.2.10 ALTERNATE PROPOSAL COST No. 10 – Provide and Install FRP, room MED 131C

DOLLARS ($___________)

1.2.11 ALTERNATE PROPOSAL COST No. 11 – Provide and Install FRP, room MED 132C

DOLLARS ($___________)

1.2.12 ALTERNATE PROPOSAL COST No. 12 – Provide and Install FRP, room MED 133C

DOLLARS ($___________)

1.2.13 ALTERNATE PROPOSAL COST No. 13 – Provide and Install FRP, room MED 134C

DOLLARS ($___________)

1.2.14 ALTERNATE PROPOSAL COST No. 14 – Provide and Install FRP, room MED 142C

DOLLARS ($___________)

1.2.15 ALTERNATE PROPOSAL COST No. 15 – Provide and Install FRP, room MED 143C

DOLLARS ($___________)

1.2.16 ALTERNATE PROPOSAL COST No. 16 – Provide and Install FRP, room MED 144C

DOLLARS ($___________)

1.2.17 ALTERNATE PROPOSAL COST No. 17 – Provide and Install FRP, room MED 145C

DOLLARS ($___________)

1.2.18 ALTERNATE PROPOSAL COST No. 18 – Provide and Install FRP, room MED 117D

DOLLARS ($___________)

1.2.19 ALTERNATE PROPOSAL COST No. 19 – Provide and Install FRP, room MED 117-1/2D

DOLLARS ($___________)

1.2.20 ALTERNATE PROPOSAL COST No. 20 – Provide and Install FRP, room MED 118D

DOLLARS ($___________)
1.3 CONSTRUCTION MILESTONE SCHEDULE: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as described in the UGC, the plans and specifications and addenda thereto.

1.3.1 Anticipated Notice to Proceed for Construction August 15, 2016
1.3.2 Anticipated Substantial Completion December 1, 2016
1.3.3 Anticipated Final Completion December 10, 2016

Contractor shall Mobilize within __________calendar days after Notice to Proceed.

Contractor shall deliver a complete project within __________calendar days after Notice to Proceed.

1.4 RFP ADDENDA: Receipt is hereby acknowledged of the following addenda issued by the Point-of-Contact to this Request for Proposals - initial if applicable.

RFP No. 1 ____ RFP No. 2 ____ RFP No. 3 ____ RFP No. 4 ____ RFP No. 5 ____

1.5 LIQUIDATED DAMAGES: The undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of $1,000 for each calendar day after the Substantial 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.

1.6 BID BONDS: The undersigned shall include a Certified Check or Proposal Bond Payable to the University of Texas Health Science Center at San Antonio, in an amount not less than five percent (5%) of the largest possible total proposed cost, including consideration of alternates, accompanying this proposal is left in escrow with the Facilities Management Purchasing Department; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bonds, and that if the undersigned defaults in executing that Agreement or in furnishing the Performance and Payment Bonds or insurance certificates within ten (10) calendar days of written notification of the award of the Contract, then the check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

1.7 PAYMENT AND PERFORMANCE BONDS: The undersigned agrees to execute the Payment and Performance Bonds within ten (10) calendar days, in the amount of one hundred percent (100%) of the contract price, after notification that the offerer has been identified by the Owner as the Respondent with the “best value” Proposal. The bonds shall be in the full contract amount. (Ref: Exhibit D - Payment and Performance Bonds)

1.8 AWARD OF CONTRACT AND COMMENCEMENT OF WORK: The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof. The undersigned agrees the contract to execute the Contract within ten (10) calendar days after notification that the offerer has been identified by the Owner as the Respondent with the “best value” Proposal, and to commence work on or before the commencement date stated by the Owner in a Notice to Proceed; such commencement date shall be ten (10) or more calendar days after the date of the Notice to Proceed. 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.

1.9 **OWNER’S RIGHT:** It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive proposal irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof.

1.10 The Respondent must complete, sign and return this Pricing and Delivery Proposal as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

**Respondent’s Name:**

Respondent’s State of Texas Tax Account No.:  
*This 11 digit number is mandatory*

If a Corporation:

Respondent’s State of Incorporation:

Respondent’s Charter No:

Identify each person who owns at least 25% of the Respondent’s business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent’s Name)  
(Title)

(Street Address)  
(Telephone Number)

(City, State, Zip Code)  
(Fax Number)

(Authorized Signature)  
(Date)
1.11 RESPONDENT’S EXECUTION OF OFFER
(See additional signature lines at end of this section)

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH
THE RESPONDENT’S PROPOSALS. FAILURE TO COMPLETE, SIGN AND RETURN
THIS EXECUTION OF OFFER WITH THE PROPOSALS WILL RESULT IN REJECTION OF
THE PROPOSALS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSALS OR ANY
AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT
FROM THE SUBMISSION OF RESPONDENT’S PROPOSALS, AND THE RESPONDENT
MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL
BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER’S OPTION, MAY
RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1.11.1 By signature hereon, Respondent acknowledges and agrees that (1) this Request For
Competitive Sealed Proposals is a solicitation for Proposals and is not a contract or an offer
to contract; (2) the submission of Proposals by Respondent in response to this Request For
Competitive Sealed Proposals will not create a contract between the Owner and Respondent;
(3) the Owner has made no representation or warranty, written or oral, that one or more
contracts with the Owner will be awarded under this Request For Competitive Sealed
Proposals; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which
arises from Respondent's preparation of a response to this Request For Competitive Sealed
Proposals.

1.11.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products
and/or services more particularly described in its Proposals, and to comply with all terms,
conditions and requirements set forth in the Request For Competitive Sealed Proposals
documents and contained herein.

1.11.3 By signature hereon, Respondent affirms that he 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 Proposals.

1.11.4 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
corporate Respondent is exempt from the payment of such taxes, or that the corporate
Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax,
whichever is applicable.

1.11.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the
firm, corporation, partnership or Owner 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 Proposals made to any competitor or any other
person engaged in such line of business.

1.11.6 By signature hereon, Respondent represents and warrants that:

1.11.6.1 Respondent is a reputable company regularly engaged in providing products and/or
services necessary to meet the terms, conditions and requirements of the Request For
Competitive Sealed Proposals;
1.11.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the Request For Competitive Sealed Proposals;

1.11.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

1.11.6.4 Respondent understands (i) the requirements and specifications set forth in this Request For Competitive Sealed Proposals and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

1.11.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

1.11.6.6 All statements, information and representations prepared and submitted in response to this Request for Competitive Sealed Proposals are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

1.11.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Request For Competitive Sealed Proposals is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Proposals.

1.11.8 By signature hereon, Respondent certifies as follows:

1.11.8.1 “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.”

1.11.8.2 “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.”

1.11.8.3 “Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and Proposals only.”

1.11.9 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 component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your Request For Competitive Sealed Proposals response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
1.11.10 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this Request for Competitive Sealed Proposals (reference Section 2155.004 Texas Government Code).

1.11.11 Respondent represents and warrants that all articles and services quoted in response to this Request for Competitive Sealed Proposals 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.

1.11.12 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

1.11.13 By signature hereon, Respondent agrees to 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 any agreements or other contractual arrangements which may result from the submission of Respondent’s Proposals.

1.11.14 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Proposals, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

1.11.15 DISCLOSURE OF INTERESTED PARTIES STATUTE. In its proposal, Respondents 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 University 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 and set forth in APPENDIX EIGHT. The form will be required to be submitted to Owner prior to the countersigning of the final agreement and not submitted with this RFP.

1.11.16 By signature hereon, Respondent certifies that the only member(s) of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or it’s component institutions that has a financial interest, directly or indirectly, in the transaction that is the subject of the contract is identified below. Attach additional pages as necessary.

(Name)

(Firm’s Business Title)

(UT System Title)
1.11.17 The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

_________________________________  ________________________________  
(Respondent’s Name)     (Title)  

_________________________________  ________________________________  
(Authorized Signature)  (Date)