

REQUEST FOR PROPOSAL

for

WALL PARTITION, METAL STUD, DRYWALL AND CEILING ASSEMBLY SERVICES

by

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Dr., San Antonio, Texas 78229

RFP No. 745-15-P11

Submittal Deadline: Tuesday, July 14, 2015; 2:00 PM

Issued: Friday, June 19, 2015

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas Health Science Center at San Antonio (UTHSCSA), one of the fifteen components in The University of Texas System, is a national and international leader in the biosciences. The UTHSCSA was legislatively approved in 1959 as the South Texas Medical School and graduated its first class of medical students in 1970. Since that time, UTHSCSA has evolved into a comprehensive academic health center which includes schools in Medicine, Dentistry, Allied Health, Nursing and Biomedical Sciences. The UTHSCSA also has the oversight responsibility for the Regional Academic Health Center (RAHC), located in the Lower Rio Grande Valley, and the Laredo Campus Extension (LCE), which serves the Mid Rio Grande Valley. The UTHSCSA is proud to share in joint degrees with the University of Texas at San Antonio (UTSA) via the San Antonio Life Sciences Institute (SALSI) and with the University of Texas at Austin.

The UTHSCSA has a student body of 2700 and employs 5300 faculty and staff. The UTHSCSA has acquired an international reputation in Longevity and Aging Studies and oversees a nationally designated cancer center in partnership with The Cancer Therapy and Research Center which complements the very important research being done by the outstanding principal investigators who have been recruited to the Children's Cancer Research Institute. Our clinical programs are consistently cited among the best in US News and World Report. Each year, UTHSCSA provides in excess of \$96 million in uncompensated health care to the uninsured and underinsured population of South Texas. Clinical partners include the University Health System, the South Texas Veterans Health Care System, the Christus Santa Rosa Health Care System, and the Valley Baptist Health Care System in Harlingen, Texas.

The UTHSCSA is the only tier one research University in South Texas and we are ranked among the top 10% of all research universities in the nation. The UTHSCSA is responsible for \$180 million of sponsored program funding. Our Health Science Center is the catalyst for the City of San Antonio's \$13 billion health and biosciences industry, which is the leading economic generator for the city. The UTHSCSA also has provided more than 100 active license agreements and 10 new spin-out companies, consistent with the Governor's vision of making Texas a powerhouse in biotechnology. Discoveries coming from UTHSCSA include the Palmaz Stent, one of the top ten patents that have changed the world and which is used to treat over 2 million patients per year worldwide, and the Titanium Rib, the first new FDA-approved pediatric device in the past 40 years. The UTHSCSA's annual expenditures of \$500 million contribute in excess of \$2 billion in positive economic impact to Texas yearly. This represents a 20:1 annual return to the citizens of Texas on the \$130 million of state general revenue support currently provided to UTHSCSA through the legislative appropriation process.

1.2 Background and Special Circumstances

The UTHSCSA anticipates a requirement for Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services, at any campus within over-sight responsibility of the UTHSCSA to include San Antonio and Laredo.

The contract period is approximately July 2015 thru August 31, 2016, with an option to extend an additional year, not to exceed a total of five (5) years.

UTHSCSA reserves the right to make any contract adjustments required at any time and for any purpose in the best interest of the UTHSCSA, for the duration of the contract period.

1.3 Objective of this Request for Proposal

The University of Texas Health Science Center at San Antonio ("**University**") is soliciting proposals in response to this Request for Proposal for the Selection of a qualified Vendor for Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services ("**Services**"). The Services are specifically described in **Section 5.4** (Scope of Work) of this RFP No. 745-15-P11 ("**RFP**").

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (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 Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until **3:00 PM**, Central Prevailing Time on **Tuesday, July 14, 2015** (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

Andrea Parks Stahl, Sr. Buyer
UTHSCSA, Facilities Management
7703 Floyd Curl Drive, San Antonio, Texas 78229
Email: parksa@uthscsa.edu
Ph. 210-567-2901
Fx. 210-567-2897

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than 3:00 PM, Tuesday, July 7, 2015. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

UTHSCSA 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 interest of the UTHSCSA and to re-solicit for proposals.

UTHSCSA has made no representation, guarantee or commitment with respect to the service requirements referenced under this contract. Further Contractor recognizes and understands that any cost borne by the Contractor which arises from Contractor's performance hereunder shall be at the sole risk and responsibility of Contractor.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below but, not limited to the following:

2.3.1 Threshold Criteria Not Scored

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

2.3.2.1 the cost of goods and services;

2.3.2.2 the Proposer's experience with UTHSCSA / UT System components;

2.3.2.3 the Proposer's experience within a Medical/Hospital environment;

2.3.2.4 the Proposer's ability to perform (*ie; financials; local office; staffing levels*)

2.3.2.5 the Proposer's qualifications of staff assigned;

2.3.2.6 the Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP.

2.4 Key Events Schedule

Issuance of RFP	Friday, June 19, 2015
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	2:00 PM; Thursday, June 25, 2015
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	3:00 PM; Tuesday, July 7, 2015
Submittal Deadline (ref. Section 2.1 of this RFP)	2:00 PM Central Prevailing Time on Tuesday, July 14, 2015

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a "**HUB**") in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised

specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

- 2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

At this time A HUB Subcontracting Plan ("HSP") is not required to be returned with your company's RFP response. However, Contractor acknowledges and confirms that an HSP will be required with projects awarded, as a result of this RFP, that exceed \$100,000. Work cannot begin until the HSP has been reviewed and approved by the University's HUB Coordinator.

The HSP shall be developed and administered in accordance with the UTHSCSA Policy on Utilization of Historically Underutilized Businesses (HUBs). The HSP Package, including the required forms and instructions, can be accessed via the following link:

<http://comptroller.texas.gov/procurement/prog/hub/hub-forms/>

If you have any questions or need assistance please contact the UTHSCSA's HUB Program Coordinator at (210) 562-6300.

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at 2:00 PM, Central Prevailing Time on Thursday, June 25, 2015, in the UTHSCSA, Facilities Mgt. Bldg., 7703 Floyd Curl Dr., San Antonio, Texas, 78229; Conference Room 262. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of six (6) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at San Antonio
Attn: Vikki Ross, Senior Director Supply Chain Management
Purchasing Department
Research Administration Building, Room 4.110
North Campus
8403 Floyd Curl Drive, San Antonio, Texas 78229

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement, the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Purchase Order ("Agreement");
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 If applicable, responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 If applicable, one (1) signed and completed original of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).
- 3.5.7 Contractor has used the UTHSCSA Proposal form, RFP 745-15-P11, and has not split apart or used any other form and, has initialed any erasures and corrections that may have been made;
- 3.5.8 Contractor has made all entries in either typed or blank ink, and has submitted a total of six (6) complete and identical copies. One (1) labeled as "Original" and five (5) identical copies labeled as "Copy".
- 3.5.9 Signed and completed Vendor Payee Set-Up Form (ref. Appendix Three).
- 3.5.10 If applicable, the costs for freight, packing, shipping, express charges, hauling, unpacking, set-up and assembly, net cost, labor, installation, insurance, bonds and overhead, profit, etc. have been correctly reflected in the unit prices, and included in this proposal.

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the UTHSCSA, Purchase Order (“**Agreement**”) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

The UTHSCSA, Purchase Order Terms and Conditions can be found at the below link:

http://uthscsa.edu/business/purchasing/forms/TermsConditions_PO.pdf

The 2013 Uniform General Conditions for UT System Building Construction Contracts:

<http://www.utsystem.edu/sites/utsfiles/documents/construction-contracting-agreements/uniform-general-conditions-university-texas-system-building-construction-contracts/ugc-sgc.pdf>

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Contractor shall have a minimum of five (5) years experience and knowledge in Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services of various sizes and scope within an institution of higher education and /or healthcare;
- 5.2.2 Contractor shall provide only competent, qualified laborers and supervision required to perform all work in compliance and in accordance with drawings and specifications;
- 5.2.3 Contractor shall be financially capable to undertake multiple projects of any size and scope that may / may not require payment and performance bonding;
- 5.2.4 Contractor shall maintain and show proof of coverage on their Certificate of Insurance for the duration of the contract;
- 5.2.5 Prior to performing any work on campus, all employees of contractor are required to pass a security background check performed by the UTHSCSA, Police Dept., and receive an identification badge. Any worker that does not pass the security check will not be allowed on the campus. A fee of approx. \$10.00 per person shall be paid by the Contractor to Campus Police for the security check and badge;
- 5.2.6 Show proficiency prior to the start of the work that employees of contractor are fluent in the English language, or if not, provide a competent and approved interpreter for such purposes. The purpose of this clause is to assure adequate communications with all parties involved in the work.
- 5.2.7 Construction-related access to the site shall be via the designated entrance at each location. It shall be the responsibility of the Contractor to prevent damage to the existing premises and to repair any and all damages. Any loss or damage to the Owner's property caused by the Contractor or his forces shall be repaired or replaced at no cost to the Owner. If applicable, grounds shall be restored to their original condition at the completion of the Project. Remove all fences, barricades, etc. Replace all vegetation damaged by operations, including grass, shrubs, and trees, to the satisfaction of the Owner.

5.3 Additional Specifics to this RFP

Proposer must submit the following information as part of Proposer's proposal:

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.3.2 Proposer must show evidence of qualifications and experience. This includes but, not limited to resumes, licenses, certifications, references, and list of completed projects of similar size and scope.

5.4 Scope of Work – Typical of UTHSCSA

Contractor shall provide all **Labor, Tooling, Equipment and Supervision** necessary to perform Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services.

This contract does not include the following: Material purchases. This is a labor only contract. Material provided by UTHSCSA.

PAYMENT BOND: *In the event a project cost exceeds \$25,000*, contractor shall furnish a payment bond in the amount of one hundred percent (100%) of the project price, prior to beginning any work. The bond must be issued by one or more corporate sureties qualified to do business in the State of Texas and acceptable to the Owner.

PERFORMANCE BOND: *In the event a project cost exceeds \$100,000*, contractor shall also furnish a performance bond in the amount of one hundred percent (100%) of the project price, prior to beginning any work. The bond must be issued by one or more corporate sureties qualified to do business in the State of Texas and acceptable to the Owner.

Contractor shall perform various sizes and scope of work on an "As Needed" basis. If Contractor performs any work under this RFP that is less than 400 SF, Contractor shall invoice a minimum trip charge (Section 6) to include with his unit pricing.

Contractor shall be responsible for FIELD VERIFICATIONS and material take-offs, prior to requesting material from UTHSCSA and beginning any work.

If applicable, tooling and equipment shall be mobilized after 5:00 pm, Monday through Friday, on Saturday and Sunday, or at the discretion of UTHSCSA.

Contractor is required to coordinate their work schedule with the designated UTHSCSA representative prior to performing any work and submit a written performance report on a daily basis upon departing University property. Additionally, any material requests shall be made at least 24 hours in advance.

Contractor's personnel shall wear proper clothing and UTHSCSA badges identifying themselves as employees of contractor at all times while on University property.

Contractor shall notify the designated UTHSCSA representative of any work area in less than acceptable condition. Once the Contractor proceeds with their portion of the work in that area they are accepting responsibility of the final product. Should the UTHSCSA deem the final product unacceptable the Contractor agrees to re-do the work at no cost

and reimburse UTHSCSA for the cost of the primer/paint (*primer/paint provided by UTHSCSA*).

If applicable, Contractor shall be responsible for furnishing trash dumpsters, recycling bins, portable potty's, temporary security fencing, temporary air-tight partitions temporary fire protection, etc., as may be required.

The Contractor shall remove trash and rubbish from the Owner's premises at the end of each work day. This shall mean that these materials shall be cleaned from the work area and shall not be left in areas or locations other than containers specified for this purpose. Burning of combustibles or trash is not allowed. Contractor is not permitted to dispose of material at any UTHSCSA refuse container.

The Contractor agrees to cooperate and work with the Owner to protect and limit exposure of UTHSCSA employees and students from exposure to construction traffic, noise, and other elements which may prove disruptive or dangerous.

Metal Stud with Drywall Assemblies:

Install 3-5/8" non-load bearing steel frame members at 16" o.c. for drywall with sound attenuation blanket assemblies. Drywall to be screwed and attached horizontally to both sides metal studs at 16" o.c. drywall panel joints to be staggered. All interior angles, flanges of corner bead, edge trim, control joints, penetrations, fastener heads is considered a required accessory for the assembly of the partition.

Steel Framing for Walls and Partitions:

Install 20-ga. 3-5/8", 2-1/2" OR 7/8" hat channel, steel stud and runner with galvanized protective coating. Floor and ceiling track shall be aligned and secured with suitable fasteners at a max of 24" o.c. Position studs in track on 16" o.c. for a friction fit. The steel studs shall be installed with all flanges pointed in the same direction. Studs shall be secured to runners with Type "S" 3/8" pan head screw driven through both flanges of stud and track. Stud clinching at flanges is unacceptable. All steel framing shall be screwed and secured to building structures as suggested by manufacturer's recommendations. Steel door and window frames shall be provided by the building owner (UTHSCSA). Contractor shall install door and window frames as per manufacturer's recommendations. Horizontal bridging shall be added at midpoint if wall is over 8'-0". Coordinate installation of wood blocking by others.

Drywall:

Install 5/8" thick Type "X" fire rated drywall panels with face side out, across metal framing and at all openings and cutouts to minimize the number of abutting end joints. All end joints to be vertically staggered, not less than one (1) framing member. Drywall panels shall be screwed and secured to framing member as suggested by manufacturer.

****NOTE:** *Double layering may be required for fire rated walls.*

Wall Insulation:

Install 16" wide X 3-1/2" thick, R-13 mineral wool of glass fiber sound attenuation blanket insulation in metal framed wall cavity at all areas indicated and secure as per manufacturer's recommendations.

Drywall Panels and Ceiling Suspension Assemblies:

Install steel carrying channel, with wore secured to building structure with approved anchors. Erect metal furring channels at right angles to carrying channels at proper ceiling heights by tie wires or clips. Apply drywall panels at right angle to the framing members with approved screws. All drywall panel joints to be staggered. All interior

angles, flanges of corner bead, edge trim, control joints, penetrations, fastener heads is considered a required accessory for the assembly of the ceiling suspension system.

Ceiling Framing:

Install 1-1/2" steel carrying channel at 48" o.c., with 8-ga. Galvanized wire secured to building structure with approved anchors. Erect 7/8" metal furring channels at right angles at 16" o.c. to carrying channels at proper ceiling heights by tie wires or clips. All steel framing shall be screwed and secured to building structures as suggested by manufacturer's recommendations. All access doors and any type of fixture frames shall be provided by building owner (UTHSCSA) and installed as per manufacturer's recommendations.

Ceiling Drywall Panels:

Install 5/8" thick Type "X" fire rated drywall panels at right angle to the framing members with approve screws. All drywall panel joints to be staggered. All interior angles, flanges of corner bead, edge trim, control joints, penetrations, fastener heads is considered a required accessory for the assembly of the ceiling suspension system.

Ceiling Suspension and Ceiling Panel Assemblies:

Install standard steel direct hung grid suspension system for interior ceilings composed of main beams, cross members that interlocks and fire rated minerals fiber acoustical tile that will form a complete ceiling support network. Any fasteners and screws are considered required accessories for the assembly of the ceiling suspension system. The contractor's installer shall have experience in the installation of suspended ceiling systems on projects with similar requirements and to be installed as per manufacturer's recommendations.

Ceiling Framing:

Install wall angle around the perimeter of the ceiling height. Install 1-1/2" steel main runners at 48" o.c., with 12 ga. Galvanized wire secured to building structure with approved anchors. At right angle, 48" cross tee members shall attach to main runners 24" o.c. by concealed clip at the end of the cross tee. Ceiling framing shall be screwed and secured to building structure as suggested by manufacturer's recommendations. Ceiling supports shall not exceed 48" and at each corner of light fixture. ****NOTE:** *Ceiling Framing shall be "DX" type, by Donn Brand Systems.*

Acoustical Ceiling Panels:

Install 5/8" thick fire rated acoustical panels in the framing members. If need, cut the panels and lower it to rest squarely on all four(4) tees as required. All ceiling clips and fasteners are considered required accessories for the assembly of the ceiling suspension system. ****NOTE:** *Acoustical tile shall be "Fissured" #755, by Armstrong Systems.*

Ceiling Insulation:

Install 24" wide X 3-1/2" thick, R-13 mineral wool of glass fiber sound attenuation blanket insulation above suspended ceiling tile at all areas indicated and secure as per manufacturer's recommendations.

CLEANING and PROTECTION:

Contractor shall perform the following:

1. Post warning signs of adequate number to warn personnel of "Construction Work Area". Failure to do so could result in damage which the Contractor will be held responsible;
2. Remove any scrap metal framing, drywall, acoustical tile and insulation from project area on a daily basis;

3. Perform final clean of affected area and leave in a broom swept condition.

For areas of work which may be occupied and/or carpeted, UTHSCSA will provide protection for these areas however it is the responsibility of the Contractor to maintain this protection until their portion of the work is complete.

Contractor is responsible for clean-up and proper disposal of materials removed and/or replaced. Contractor is not permitted to dispose of material at any UTHSCSA refuse container.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

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

Ref.: **Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services**

RFP No.: 745-15-P11

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to provide Labor, Tooling, Equipment and Supervision to perform Wall Partition, Metal Stud, Drywall and Ceiling Assembly Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing for Services Offered, *within Area Code (210) and (956)*

Factor to perform work after hours: _____%

***Note: Factor is a percentage increase of the below listed unit prices to perform work after 5 pm M-F and/or Saturdays and Sundays.*

Factor to perform work in Laredo: _____%

***Note: Factor is a percentage increase of the below listed unit prices to perform work at the UTHSC Laredo Campus.*

Minimum Trip Charge to perform work less than 400 SF: \$ _____

***Note: Trip charge shall only be invoiced with unit pricing for any work performed less than 400 SF.*

3-5/8" Metal Stud Wall with 5/8" Drywall (2 sides), 0-10 ft. above finished floor:

With Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

3-5/8" Metal Stud Wall with 5/8" Drywall (2 sides), 10-16 ft. above finished floor:

With Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

2-1/2" Metal Stud Wall with 5/8" Drywall (2 sides), 0-10 ft. above finished floor:

With Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

2-1/2" Metal Stud Wall with 5/8" Drywall (2 sides), 10-16 ft. above finished floor:

With Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

7/8" Metal Wall Furring Channel with 5/8" Drywall (1 side), 0-10 ft. above finished floor:

With 1/2" Rigid Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

7/8" Metal Wall Furring Channel with 5/8" Drywall (1 side), 10-16 ft. above finished floor:

With 1/2" Rigid Insulation \$ _____ per SF

Without Insulation \$ _____ per SF

1-1/2" Ceiling Carrying Channel, 7/8" Metal Furring Channel with 5/8" Drywall, 0-10 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

1-1/2" Ceiling Carrying Channel, 7/8" Metal Furring Channel with 5/8" Drywall, 10-16 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

2'X2' Ceiling Metal Grid System, with 5/8" Acoustical Tile, 0-10 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

2'X2' Ceiling Metal Grid System, with 5/8" Acoustical Tile, 10-16 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

2'X4' Ceiling Metal Grid System, with 5/8" Acoustical Tile, 0-10 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

2'X4' Ceiling Metal Grid System, with 5/8" Acoustical Tile, 10-16 ft. above finished floor:

With Insulation: \$ _____ per SF

Without Insulation: \$ _____ per SF

Install 2'-0" to 4'-0" Hollow Metal Door / Window Frame:

Labor only \$ _____ EA

Install 4'-1" to 8'-0" Door / Window Frame:

Labor only \$ _____ EA

6.2 Price Escalation

The Contract period of this agreement is approx. July 2015 to August 31, 2016 with an option to renew from year to year thereafter not to exceed a total of five (5) years, beginning with the UTHSCSA fiscal year September 1st and ending August 31st. The pricing (per bid line item) may be increased upon renewal provided the following criteria are met:

1. The bidder provides proposed price increases no later than ninety (90) days before the end of the current annual agreement;
2. The bidder substantiates the need for price increases in a quantitative manner acceptable to the UTHSCSA;
3. The price increase is mutually agreed upon by the Contractor and the UTHSCSA. The University reserves the right to either accept or reject any price increases submitted in writing.

6.3 University's Payment Terms

University's standard payment terms for services are "Net 30 days."

Contractor shall submit invoices on a monthly basis. When requesting progress payments, pay applications shall be submitted in triplicate (3) to include the following:

1. Application and Certificate for Payment (ie; AIA Documents G702, G703);
2. Schedule of Values;
3. Weekly Certified Payroll;
4. HSP, Progress Assessment Report (only if value of PO exceeds \$100k).

UTHSCSA shall withhold from each progress payment, as RETAINAGE, five (5%) of the total earned amount.

Contractor understands and agrees that payments under this Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University 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* (*Government Code*, Chapter 552.001, et seq.). Proposer 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, *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation

with any of the Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer's request and at Proposer's expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this

RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.
- 2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *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.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer represents and warrants that all products and services offered to University 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 the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: 745-15-P11

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

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

Ref.: Finishing Drywall Assemblies and Painting Services

RFP No.: 745-15-P11

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____