**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**FOR A GENERAL CONTRACTOR**

**FOR**

**JOB ORDER CONTRACTING SERVICES**

#### *The University of Texas Health Science Center at Houston*

#### RFP No.: *744-R1708 JOC Services*

Bid Submittal Deadline: Friday, December 16, 2016 @ 2:00PM CST

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Prepared By:

Michael K. Ochoa, C.P.M., Purchasing Contracts Administrator

The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Michael.Ochoa@uth.tmc.edu

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**TABLE OF CONTENTS**

**Section 1 - General Information and Requirements**

* 1. General Information
	2. Public Information
	3. Type of Contract
	4. Clarifications and Interpretations
	5. Submission of Proposals
	6. Point-Of-Contact
	7. Evaluation of Proposals
	8. Owner’s Reservation of Rights
	9. Validity Period
	10. Acceptance of Evaluation Methodology
	11. No Reimbursement for Costs
	12. Not Used
	13. Eligible Respondents
	14. Historically Underutilized Business Submittal Requirements
	15. Certain Proposals and Contracts Prohibited
	16. Sales and Use Taxes
	17. Certification of Franchise Tax Status
	18. Required Notices of Worker’s Compensation Insurance Coverage
	19. Prevailing Wage Rate Determination
	20. Delinquency in Paying Child Support
	21. Group Purchasing Authority

**Section 2 - Executive Summary**

* 1. Historical Background
	2. Background and Special Concerns
	3. Project Planning Schedule

**Section 3 - Requirements For Competitive Sealed Proposals**

* 1. Respondent’s Pricing Proposals
	2. Respondent’s Qualifications

**Section 4 - Format of Proposals**

* 1. General Instructions
	2. Page Size, Binding, Dividers and Tabs
	3. Table of Contents
	4. Pagination

**Section 5 - Specifications**

* 1. General
	2. Specifications / Scope of Work
	3. Delivery
	4. Miscellaneous Provisions

**Section 6 – Respondent’s Pricing Proposal**

* 1. Coefficient Bid Schedule
	2. Coefficient Development

**Section 7 – Execution of Offer**

**Section 8 – Respondent Questionnaire**

**EXHIBITS**

Exhibit A - Uniform General and Supplementary General Conditions for University of Texas System

 Building Construction Contracts (2013)

Exhibit B – Special Conditions

Exhibit C – Sample Job Order Contracting Agreement

Exhibit D – HUB Subcontracting Plan

Request for Competitive Sealed Proposals

#### UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

#### RFP No.: 744-R1708 JOC Services

# **SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS**

* 1. GENERAL INFORMATION: The University of Texas System (“Owner”) and **The University of Texas Health Science Center at Houston** are soliciting Competitive Sealed Proposals (“
	RFP” or “Proposals”) for selection of a General Contractor for Job Order Contracting Services, RFP No.: 744-R1708 JOC Services (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals.
		1. This Request for Competitive Sealed Proposals (“RFP”) is the only step for selecting a General Contractor for the Project as provided by Texas Education Code §51.783(d). The RFP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.
		2. The Owner may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The Owner may first attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected proposer options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected proposer, the Owner may formally end negotiations with that proposer and proceed to the next “best value” proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.
	2. Public Information: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
		1. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
	3. Type of Contract: Any contract resulting from this solicitation will be in the form of the Job Order Contracting Agreement, a copy of which is included in the Bidding Documents.
	4. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the Owner as an Addendum. It is the responsibility of all respondents to obtain this information in a timely manner. All such Addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of each Addendum to the RFP and/or the Bid Documents in its Proposal.
		1. Addendum may be issued by the Point-of-Contact for this RFP via the University of Texas Health Science Center at Houston Procurement service’s website at <http://www.uth.edu/buy/bid-list.htm>
		2. No oral explanation in regard to the meaning of the Proposal Documents will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of Specifications shall be communicated in writing to the Owner for interpretation. Any interpretation made will be in the form of an Addendum, which will be forwarded to all known proposers and its receipt by the respondent shall be acknowledged on the Respondent’s Pricing Proposal, Section 6.
		3. Respondents shall consider only those clarifications and interpretations to the Specifications that the Owner issues by Addenda five (5) calendar days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.
	5. SUBMISSION OF PROPOSALS:
		1. PROPOSAL DEADLINE AND LOCATION: The Owner will receive Proposals at the time and location described below.

**Friday, December 16, 2016 @ 2:00PM CST**

Michael K. Ochoa / Purchasing Contracts Administrator

The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

* + - 1. Submit eight (8) complete copies of the Proposal.
		1. Proposals that are received late will be returned to the respondent unopened or destroyed. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.
		2. The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
		3. Properly submitted Proposals will not be returned to the respondents.
		4. Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact identified in Section 1.6; the package must clearly identify the submittal deadline, the RFP Number, and the name and return address of the Respondent.
	1. POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. **Respondents shall restrict all contact to email format with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.**

Michael K. Ochoa / Purchasing Contracts Administrator

The University of Texas Health Science Center at Houston

Operations Center Building

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

E-mail: Michael.Ochoa@uth.tmc.edu

**Last day for question(s) submittal is Tuesday, December 6, 2016 @ 10:00AM CST. All questions shall be submitted in writing by electronic mail to the individual specified above.**

* + 1. The Owner designates the following person, as its Project Management Representative.

Julie Lucas, Director, Project Management

* 1. EVALUATION OF BIDS: The evaluation of the Proposals shall be based on the requirements described in this RFP. Thirty Percent (30%) of the evaluation will be based on the Respondent’s Pricing Proposal; the remaining Seventy Percent (70%) will be based on the Respondent’s Qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
	2. OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
	3. VALIDITY PERIOD: Proposals are to be valid for UTHealth’s acceptance for a minimum of one hundred and twenty (120) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.
	4. Acceptance of Evaluation Methodology: By submitting its Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” Respondent will require subjective judgments by the Owner.
		1. The Owner reserves the right to consider any Proposal “non-responsive” if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner’s estimate of the construction cost.
	5. no reimbursement for costs: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals at their own risk and expense.
	6. NOT USED
	7. eligible Respondents: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.
	8. HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:  It is the policy of The University of Texas System, and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts.  Accordingly, the University of Texas Health Science Center at Houston (UTHealth) has adopted Exhibit D, Policy on Utilization of Historically Underutilized Businesses (included in the Proposal Documents).  The Policy applies to all contracts with an expected value of $100,000 or more.  If UTHealth determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (Exhibit D) is a required element of the Proposals.  Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal.

		1. STATEMENT OF PROBABILITY: The University of Texas Health Science Center at Houston (UTHealth) has determined that a HUB Subcontracting Plan (HSP) is not required as a part of the respondent's Proposal. However, for awarded proposers, if a single task order exceeds $100,000, a HUB Subcontracting Plan will be required.
	9. CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
	10. SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
	11. CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
	12. REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General Conditions.
	13. PREVAILING MINIMUM WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with Attachment A of the UTHealth Special Conditions (Exhibit B) "Prevailing Wage Determination Houston/Galveston Area The University of Texas System Office of Facilities Planning and Construction Date: June 30, 2015.
	14. DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, proposal, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
	15. GROUP PURCHASE AUTHORITY: Texas law authorizes institutions of higher education (defined by [Section 61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. Sections [51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer. In particular, Proposer should note that University is part of The University of Texas System (UT System), composed of fourteen institutions 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 – EXECUTIVE SUMMARY**

* 1. HISTORICAL BACKGROUND:

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School Building (MSB) – 6431 Fannin Street
* Medical School Expansion Building (MSE) – 6431A Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Herman Pressler Drive
* School of Nursing (SON) – 6901 Bertner
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS) – 6767 Bertner Avenue
* Institute of Molecular Medicine (IMM) – 1200 Pressler
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point
* University Center Tower (UCT) - 7000 Fannin Street
* UT Professional Building (UTPB) - 6410 Fannin Street
* Behavioral & Biomedical Research Building (BBS) – 1941 East Road
* Jesse H. Jones Library Building (JJL) – 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

* 1. BACKGROUND AND SPECIAL CONCERNS:

This is an indefinite quantity contract for a wide variety of individual maintenance, repair, and renovations tasks to be performed under the auspices of Job Order Contracting at the UTHealth.

UTHealth intends to award multiple Job Order Contracts (JOC). The actual volume of work done depends upon both the quality of contractor performance and the availability of funds. There is no minimum value for each Task Order; however, the maximum value of any Task Order will be $250,000. Task orders from $100,000 to $250,000 must be approved by the Vice President of Facilities, Planning, and Engineering.

The base term of this contract is from the date of execution of the contract and continues for one year. The successful Contractor(s) is to anticipate beginning this contract on or about March 1, 2017. The University has the option to extend this contract for up to four (4) one-year terms. Notice shall be given at least 60 days prior to termination of each option. Contractor must agree to the extension within 30 days thereafter or such extension shall not become effective.

 As used in this RFP, the terms below have the meanings set forth below:

“Job Order Contract” means a public works construction contract for minor construction, repair, rehabilitation, and alteration of a recurring nature but which is of an indefinite delivery and indefinite quantity. The Job Order contract shall include a comprehensive compilation of detailed real property repair, rehabilitation, alteration, maintenance, and minor construction task descriptions or specifications, units of measure and pre-established unit prices for each discrete task, including the Unit Price Book (UPB). Each project or job ordered under a Job Order Contract shall be comprised primarily of a number of predescribed and prepriced tasks. Job Order Contracts shall be used only for minor construction, remodeling and repair orders not exceeding $1,000,000 for new construction and $2,000,000 in renovations unless otherwise pre-approved by the Board of Regents of the University of Texas System. Orders shall not be broken into smaller lots in a manner inconsistent with standard industry practice in an attempt to circumvent this limitation.

“Coefficient” means a numerical factor, by which the *Total* Bare Costs for material, labor, and equipment in Unit Price Book (R.S. Means for the current calendar year) unit prices, for a specific task, is multiplied. The coefficient is expressed as a multiplier to be applied to the prices in the Unit Price Book, e.g. 1.13 or .78. Separate coefficients may be used for normal working hours and non-normal working hours.

“Non-pre-priced item” means a necessary, but incidental, part of a job or project ordered under a Job Order Contract that is not susceptible to unit pricing using the pre-priced tasks in the Unit Price Book. Computation of prices for items not in the UPB will be done as follows:

1. Items having essentially the same form, fit, and function as line items in the UPB may use the prices for line items meeting this requirement. For example, if the UPB does not have a price for a particular type of 12” x 12” tile, but has a line item for another type of 12” x 12” tile that has essentially the same material cost as the required tile, then that line item may be used as the price for the non-pre-priced item. The Contractor’s line item proposal must note the substitution and have verifying documentation attached.
2. If there are no line items in the UPB which perform the same form, fit, and function, then the Contractor shall obtain three quotes for the material, and labor (or if self-performance is used, provide rates and time for the installation labor) and provide them to the Owner. The Owner will then adjust these prices, using documentation provided by the Contractor, so that they provide the same relationship to actual costs as similar line items in the UPB. Non pre-priced markups are determined using RS means.
3. In both cases, the actual price to be used will be established by negotiation between the Contractor and Owner. If agreement cannot be reached, the Owner may withdraw the project and execute it under other project delivery methods.
4. Items of work not covered by the UPB but within its scope and general intent may be negotiated with the Owner’s Representative and/or designated representative of the University, then incorporated into the UPB by modification to the contract. These items of work would be considered and treated as pre-priced work as of the effective date of the contract modification.

“Statement of Work” means a description of a project to be ordered under a Job Order Contract, which contains sufficient detail to determine quantities and quality, and the time for performance, so that a contractor can prepare a responsive and cost effective proposal with a minimum of non-pre-priced items.

“Unit Price Book” means a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the Owner to be used in administration of this contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Book for the base term of this Contract and all contract extensions is the current calendar year of **R.S. MEANS “Facilities Construction Cost Data, Houston”.** The Total Bare Costs for material, labor and equipment, with the MEANS Houston average city cost index (CCI) applied, and is hereby incorporated by reference. The price for a job or project ordered by the Owner under this proposed Contract shall be based on the Unit Price Book and Contractors Coefficient, and any non-prepriced items. Non-prepriced items shall not exceed ten percent (10%) of the Job Order unless specifically authorized by UTHealth. The Owner shall have the unconditional right to withdraw its Job Order at any time before or after the contractor has submitted its proposal for a Job Order. For a Job Order for a job or project under this proposed Contract to become effective, it must be (a) signed by the Owner and the Contractor, (b) a fixed price, lump sum contract, and (c) based on a Statement of Work which may be negotiated between the Owner and the Contractor.

The intent and purpose of the Request for Proposal (RFP) is to establish a term contract to provide Job Order Contracting Services for General Construction based on specific Job Orders for The University of Texas Health Science Center at Houston, hereinafter referred to as UTHealth, an agency of the State of Texas and in concert with the objectives of the University’s Historically Underutilized Business (HUB) initiatives.

Eighty percent (80%) of construction work is completed during standard business hours, and twenty percent (20%) is completed during non-standard business hours. Each Proposer must submit two (2) coefficients (percentage factors) in order to be considered acceptable. The first coefficient will be applied to that work anticipated during standard business hours. The second coefficient will be applied to that work directed to be performed during non-standard business hours. Standard business hours for UTHealth are Monday to Friday, 7:00 AM to 6:00 PM, except for approved holidays.

* 1. PROJECT PLANNING SCHEDULE:

The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the “best value” respondent will be identified in the executed agreement.

* Last day for Submittal of Questions Refer to Section 1.6
* Owner receives Request For Competitive Sealed Proposals Refer to Section 1.5
* Owner executes Agreement TBD

## **SECTION 3 – REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS**

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Proposals to all questions in Section 3 formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

* 1. CRITERIA ONE: respondent’s pricing proposal

3.1.1 Complete the “Respondent’s Pricing Proposal” included with the Bidding Documents, Section 6.

* 1. CRITERIA TWO: RESPONDENT’S QUALIFICATIONS
		1. Complete the “Respondent Questionnaire” included with the Bidding Documents, Section 8.

**SECTION 4 – FORMAT of PROPOSALS**

* 1. General Instructions
		1. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
		2. Proposals shall be a MAXIMUM of fifty (50) printed pages. The cover, table of contents, divider sheets, Pricing and Delivery Bid, and Execution of Offer do not count as printed pages.
			1. Proposals shall be submitted as one (3) separate documents to include 1) Qualifications, 2) Pricing and Delivery Proposal with Execution of Offer in a sealed envelope, and 3) HUB Subcontracting Plan.
		3. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
		4. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.
		5. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
		6. The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals , waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
		7. Proposals shall consist of answers to questions identified in Section 8 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
		8. Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposal.
	2. PAGE SIZE, BINDING, DIVIDERS, AND TABS:
		1. Proposals shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
		2. Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 8 of this RFP will be used by the Owner for evaluation.
		3. Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

* 1. TABLE OF CONTENTS:
		1. Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications.
	2. PAGINATION:
		1. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

SECTION 5 - SPECIFICATIONS

* 1. GENERAL: UTHealth requests proposals from qualified and experienced companies for an indefinite quantity contract for a wide variety of individual maintenance, repair, and renovation tasks to be performed under the auspices of Job Order Contracting at UTHealth.
	2. SPECIFICATIONS/SCOPE OF WORK: The work described herein is for an Annual Contract for General Construction. Unless otherwise noted, it is the intent of this contract to call for the furnishing of labor, tools, materials, equipment, transportation, insurance, and licensing, and all other necessary items to complete the contracted work. A UTHealth Project Manager is normally assigned to each project in order to insure that all criteria are met during each project. The contracted work shall be structural, electrical, mechanical, and plumbing in nature. The structural shall include, but not be limited to, deconstruction and construction of building exteriors and interiors and may include suspended ceilings, gypsum and masonry walls, metal frames, solid core doors, and resilient flooring. The electrical shall include, but not be limited to, deconstruction and construction of building electrical systems and may include service and distribution, general lighting, communications, controls and instrumentation, and other systems. All work performed will be 4160 volts or less work class. The mechanical shall include, but not be limited to, the deconstruction and construction of building mechanical systems and may include rough and finish plumbing in cold and hot water, chilled water, steam, distilled water; the construction and extension of ducts in supply, return and heating ventilation and air conditioning systems, and the installation of fan coil units or DX type air conditioning systems. Plumbing shall include, but not be limited to, hot water and steam generators, complex bio-medical and dental lab plumbing systems, and also office buildings and hospital facilities.

 The Awarded Contractor will be responsible for the removal of all debris. UTHealth will be responsible for the asbestos abatement in coordination with the Environmental Health and Safety Department at this institution. The Contractor will be required to provide appropriate certification that materials installed are asbestos-free in accordance with current laws and practices.

 The use of defined principles of reuse and recycle shall be required where economically feasible.

* 1. DELIVERY:
	A. The Base Term of this contract is one year with the University having the option to renew the contract for up to four (4) one (1) year periods..

	B. Time is of the essence in the performance of Contractors duties. Failure of the Contractor to notify the University sufficiently in advance of inability to complete within the delivery schedule, shall grant the University the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, University shall have no obligation to accept late performance or to waive timely performance by Contractor.

	C. In no event shall changes be permitted without the express prior written authorization of UTHealth. Any such authorizations shall be in the form of a Contract amendment.
	2. MISCELLANEOUS PROVISIONS:

	**A. PERSONNEL –** Awarded **c**ontractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this contract.

	Awarded contractor shall assign to the UTHealth a designated representative who will be responsible for the coordination and administration of UTHealth's requirements.
	**B. BONDING**

1. A Payment Bond is required on Job Orders of $25,000 or more. If a Job Order exceeds $100,000, a Performance Bond is also required. If the total Job Order Price exceeds $25,000, the awarded contractor shall execute in accordance with the provisions of Chapter 2253, Texas Government Code, a Payment Bond in the amount of the total Job Order Price, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the subject Job Order. If the total Job Order Price exceeds $100,000, the awarded contractor shall execute in accordance with the provisions of said Chapter 2253, Texas Government Code, a Performance Bond in the amount of the total Job Order Price conditioned upon the faithful performance of the Job Order, solely for the protection of the State of Texas.

2. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owners form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

3. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

4. Each bond with a sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a re-insurer authorized as a re-insurer in Texas and which is listed on the then-current U.S.Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurers.

**C. NOTIFICATION**
As the need exists for the performance under the terms and conditions of this contract, the Project coordinator or UTHealth representative will notify the contractor of an existing requirement. Upon receipt of this notification, the contractor shall respond to the needs of the University within three (3) working days by visiting the proposed job site, establishing contact with the UTHealth contact person to further define the scope of the requirement. Upon establishment of the scope the contractor shall then prepare his proposal for accomplishment of the task. The Unit Price Book (UPB) shall serve as the basis for establishing the value of the work to be performed on a unit price basis. Non-prepriced work to be included in an individual requirement will be proposed by the contractor using the procedures in Paragraph 1.22. The contractor’s proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement have been done. Examples of documentation that might reasonably be expected would include drawings, calculations, catalog cuts, specifications, architectural renderings, etc.

The time for submittal of the awarded contractor’s proposal for individual requirements shall not exceed 10 days unless approved by the project coordinator. Upon receipt of the contractor’s proposal, the project coordinator will negotiate with the contractor all non-prepriced items, quantities for prepriced items and performance times.

The contractor will then be issued a Delivery Order with the following information:

1. Date of Delivery Order
2. Contract /Delivery Order Number
3. Scope of Work and delivery order lump sum price, inclusive of prepriced and non-prepriced items.
4. Delivery or performance data and applicable sections of the Technical Specifications and any additional specifications required describing the work.

**D. LIQUIDATED DAMAGES**On a case-by-case basis, Owner may require contractor to complete an individual delivery order by a specific date. A cost of $200.00 per calendar day will be accessed by the Owner to contractor when the work order is not complete, will become due by the contractor to the Owner, not as a penalty, but as liquidated damages. **NOTIFICATION**

**E. QUIET TIME AND OPERATIONAL REQUIREMENTS**
1. For work in, or adjacent to, occupied facilities, the Owner and Contractor will meet once weekly to confirm schedules of the School(s) and the Contractor and resolve any potential conflicts. The Owner will provide the Contractor's schedule to the staff of the Dean of the appropriate school/activity for coordination purposes.  The Owner will rely on the Contractor's schedule unless extended or altered by the Contractor after consultation with the Owner.  Time Extensions will be administered in accordance with Article 24 of the Uniform General Conditions, except that delays by the Owner specifically caused by changes in the Academic Schedule after agreement to the schedule at the weekly reviews will be adjusted as time extensions on a day for day basis without float being expended.  Paragraph 24.1.3.1, of the Uniform General Conditions, No Damages for Delay, is not altered by this condition.

2. The Owner will provide the Contractor the opportunity to work an uninterrupted Forty Hours Straight Time weekly.  This may be scheduled at the Owner's request as Four (4) Ten (10)-Hour days or Five (5) Eight-Hour days each work week, coordinated jointly by the Owner and Contractor. All work of a nature of jack-hammering, concussion tools or heavy equipment which would interfere with normal business or classroom activities will be restricted to be performed before 7:00 AM each day or after 6:00 PM.

3. No work will be performed during examination periods in any School Building unless specifically authorized in advance by the Owner's representative. Work activities such as painting or insulation requiring no concussion, power equipment or power tools may be performed during examination periods with advance notice to the Owner's staff at the weekly meetings. **NOTIFICATI**

**SECTION 6 – RESPONDENT’S PRICING PROPOSAL**

**TO:** The University of Texas Health Science Center at Houston

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Address)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (City, State, Zip Code)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date)

**PROJECT:** RFP 744-R1708 JOC Services

Dear Sir:

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

6.1 COEFFICIENT BID SCHEDULE

 Coefficients are for Base Period and all Extensions exercised. (The Unit Price Book is the current calendar-year edition of R.S.MEANS Facilities Construction Cost Data, Houston. The applicable unit prices are those listed in the Total Bare Costs column of material, labor, and equipment multiplied by the average Houston City Cost Index.)

|  |  |  |
| --- | --- | --- |
| 6.1.1 | Normal Working Hours:Respondents shall perform all functions called out in any Job Order during normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied by the coefficient factor: | **COEFFICIENT** \_\_\_\_\_\_\_\_\_ |
| 6.1.2 | Other Than Normal Working Hours:Respondents shall perform all functions called out in any Job Order during other than normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied by the coefficient factor:  |  \_\_\_\_\_\_\_ |

6.2 Coefficient Development

 The Respondent’s price coefficient factor must include the following: (Line items within the Unit Price Book (UPB) which relate in full or part to these items are to be EXCLUDED from job order quote(s), due to inclusion within a respondent’s coefficient.)

1. Overhead
2. Profit (prime and subcontractors)
3. Insurance
4. Compliance with environmental laws, protection and safety
5. Tax Laws
6. Protection and/or moving of University property
7. Administrative Work
8. Architectural & Engineering Services (preparation of as-builts)
9. Submittals & Samples
10. Price quotations
11. Contractor adjustments to the University’s Unit Prices
12. Clean-Up (Daily & Final)
13. All waste and excess materials
14. Permits, licenses and fees
15. Mobilization for any and all divisions, total contract and each job order
16. Shipping & delivery cost (normal & expedited)
17. Close-out (process & documents), training, and warranty tags
18. Signs and barriers
19. Project management and supervision
20. Quality Control & Testing
21. Parking (Jobsite & Compound)
22. Safety Program & Personal Protective Equipment (PPE)
23. Office management equipment
24. Costs of performance and payment bonds are to be included in the proposal’s price coefficient factor
25. Interest associated with funding of equipment and payroll
26. Depreciation of mobile offices
27. Employee payroll taxes, insurance and fringe benefits
28. Risk of lower than expected contract dollar volume
29. Risk of high inflation costs if coefficients are bid for future years (option years)
30. Risk of poor subcontractor performance and re-performance
31. Other risks of doing business
32. Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)
33. The respondent should consider the cost of final clean-up and removal and hauling of trash, debris and rubbish in their coefficient. The University will not pay nor accept line items for final clean-up or rubbish hauling, etc., on job orders, unless it is explicitly excluded by the line items in the Unit Price Book (UPB).

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 \_\_\_\_\_

The undersigned acknowledges that he has read and complies with the Bidding Requirements and General Requirements and Terms and Conditions of this RFP.

 Respectfully Submitted,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company Name)

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL: If proposal is by a Corporation)

**SECTION 7 – EXECUTION OF OFFER**

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

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

By signing this Document, Contractor affirms, certifies, and warrants that the information set forth in this Document is current, complete, and accurate. Contractor agrees that in the event Contractor makes a false statement by affirming, certifying, or warranting the information set forth in this Document, The University of Texas Health Science Center at Houston (UTHealth) may, at its option, terminate any Agreement to which this Document is attached without further liability, and Contractor shall be removed from all UTHealth bid lists.

Contractor agrees to notify UTHealth in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Contractor under this Document.

1. By signing this Document, Contractor affirms, certifies, and warrants that it has neither given, offered to give, and has no intention 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 any Agreement in which this Document is attached.

2. By signing this Document, Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

3. By signing this Document, Contractor pursuant to Section 2155.004, Texas Government Code certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4. By signing this Document, Contractor affirms, certifies, and warrants that neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, 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. *Texas Business and Commerce Code*, or the federal antitrust laws, nor communicated directly or indirectly Contractor’s bid or bid made to UTHealth to any competitor or any other person engaged in such line of business. By signing this Document, Contractor affirms, certifies, and warrants that it has not received compensation for participation in the preparation of the specifications for any Agreement or of the request for bidon which any Agreement is based. (Reference Section 2155.004, *Texas Government Code*.)

5. By signing this Document, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

6. By signing this Document, Contractor agrees that pursuant to Sections 2107.008 and 2252.903, Texas Government Code any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.

1. By signing this Document, Contractor affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded From Federal Procurement or Non‑Procurement Programs, or excluded from award by the United States Office of the Inspector General (“OIG”) regarding Medicare, Medicaid, or other federal programs. Contractor further acknowledges that UTHealth is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at UTHealth’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor affirms, certifies, and warrants that it shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals/Entities issued by the OIG to work on site at UTHealth’s premises or facilities. Contractor affirms, certifies, and warrants that it shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTHealth’s premises or facilities. Contractor acknowledges that UTHealth will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at UTHealth‘s premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals/Entities. The OIG's List of Excluded Individuals/Entities may be accessed through the following Internet website: <http://oig.hhs.gov/fraud/exclusions.asp>

In addition Contractor affirms, certifies, and warrants the following:

(a) Contractor is not disbarred, excluded, or other ineligibility for participation in state and federally funded health care programs or receipt of state or federal funds by querying the Medicaid and Title XX Provider Exclusion List maintained by the Texas Health and Human Services Commission <http://oig.hhsc.state.tx.us/Exclusions/Search.aspx>; and,

(b) Contractor is not disbarred and/or excluded from federal procurement programs by querying the Excluded Parties Listing System (the electronic version of the Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs) maintained by the General Services Administration <https://www.epls.gov/epls/search.do>.

(c) Contractor is not designated as a Specially Designated National by querying the Specially Designated Nationals List maintained by the United States Department of the Treasure, Office of Foreign Assets Control <http://www.treas.gov/offices/eotffc/ofac/sdn/>;

(d) Contractor is not suspended and/or excluded by the Texas Building and Procurement Commission by querying the Suspended Contractor List and the Debarred Contractor List maintained by the Texas Building and Procurement Commission http://www.window.state.tx.us/procurement/prog/vendor\_performance/debarred<http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/>

(e) Contractor is of good standing with the Texas Comptroller of Public Accounts by querying the Certification of Account Status database maintained by the Texas Comptroller of Public Accounts <http://ecpa.cpa.state.tx.us/coa/Index.html>

8. By signing this Document, Contractor affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in any Agreement and attachments

 in which this Document is attached. Contractor affirms, certifies, and warrants that the products or services Contractor provides under this/or any Agreement will meet or exceed the specifications set forth in any Agreement.

9. By signing this Document, Contractor affirms, certifies, and warrants that all statements and information prepared and submitted under any Agreement in which this Document is attached (including all information submitted by Contractor in response to or to verify the affirmations, certifications, and warranties set forth in this Document) are current, complete, and accurate.

10. By signing this Document, Contractor certifies that pursuant to Section 231.006, Texas Family Code it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11. By signing this Document, Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

12. If Contractor is a franchise, then

(a) Contractor affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement, and

(b) Contractor shall provide UTHealth with all data that UTHealth, in its sole discretion, deems necessary to identify Contractor’s franchise, the date on which Contractor’s franchise will expire, and to certify that Contractor’s franchise remains in good standing at all times during the existence of the Agreement

13. By signing this Document, Contractor affirms, certifies, and warrants that (1) no relationship (whether by blood, marriage, business association, capital funding agreement or by any other kinship or connection) exists between Contractor and an employee of any component of The University of Texas System, (2) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTHealth has not been an employee of any component of The University of Texas System within the twelve (12) month period immediately prior to the date of this Document; and (3) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTHealth has not been employed by a state agency at any time during the two (2) years immediately prior to the date of this Document. In the event 1, 2, or 3 applies, Contractor agrees to provide a full written disclosure of the relationship to UTHealth prior the execution of this Document. For item 3, the Contractor or employee of Contractor must specifically include: 1) the nature of the previous employment; 2) the date employment terminated; and 3) the annual rate of compensation at the time of termination.

 Contractor understands that all such disclosures will be subject to administrative review, and approval by UTHealth prior to UTHealth’s execution of any Agreement.

14. By signing this Document, Contractor in accordance with Section 2157.005, Texas Government Code expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to University that the technology provided to University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

15. OSHA COMPLIANCE

By signing this Document, Contractor affirms, certifies, and warrants that all goods and services furnished under any Agreement with UTHealth will 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 as of the date on which the goods or services are furnished.

16. CERTIFICATIONS OF NONSEGREGATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE

 By signing this Document, Contractor affirms, certifies, and warrants that it (1) does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) will not maintain or provide for its employees any segregated facilities at any of its establishments, and (3) will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall constitute Contractor’s violation of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise but does not include separate rest room facilities for men and women. Contractor further agrees that, except where prior to the start of any Agreement, Contractor has contracts in place with subcontractors that exceed $10,000.00 in value and which are not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

17. AFFIRMATIVE ACTION COMPLIANCE

In addition to the Contractor’s affirmation, certification, and warranty under Article 10 of this Document, if any Agreement exceeds $50,000.00 in value Contractor, shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into an Attachment to this Document. If Contractor is NOT required to have such a written Civil Rights

"Affirmative Action Compliance Program", Contractor must state the reasons why it is not required to have such a written program in Attachment A to this Document.

Please complete the following:

Respondent’s Federal Tax Identification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Corporation:

 Respondent’s State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Respondent’s Charter No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

­

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Submitted and Certified By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Respondent’s Name) (Authorized Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date) (Printed Name/Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Telephone Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Street Address) (Facsimile Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (City, State, Zip Code) (Respondent’s Email Address)

**SECTION 8 – RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit complete responses to each of the items listed below. Responses are to be submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

* 1. Legal name of the company:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address of the office which would be providing service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years in Business: \_\_\_\_\_\_

Type of Operation: Individual: \_\_\_\_\_\_ Partnership: \_\_\_\_\_\_

 Corporation: \_\_\_\_\_\_ Government: \_\_\_\_\_\_

Number of Employees: \_\_\_\_\_\_

Annual Sales Volume: \_\_\_\_\_\_

2. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

3. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with University.

4. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

5. Provide a customer reference list of no less than three (3) organizations with whom Proposer currently has contracts with and/or has previously provided projects of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, email address, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

1. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any University employee? If yes, please explain.
2. Respondent shall indicate any exceptions to the Job Order Contracting Agreement, Exhibit C.

Evaluation Questions

1. How will UTHealth benefit from using your company under a JOC contract instead of using the traditional “design-bid-build” approach? Provide three (3) specific examples of value you added to other customers under this type of contract.

2. Provide an organizational chart for your proposed UTHealth JOC project staff to include a brief description of the duties of each key person. Provide resumes for your proposed key staff.

3. How frequent and under what circumstances will the team members identified above be replaced and how you will work with UTHealth to select the replacements?

4. Describe how you will identify and qualify subcontractors for work on this contract. What percentage of the work do you anticipate subcontracting? What trades, if any, will you perform with your own forces?

5. How will you manage and supervise the subcontractors on this contract?

6. Per UT System Uniform General Conditions (see Exhibit A of bid documents), contractors are required to develop a “project specific safety plan” for each construction project. Describe the content and (your) procedure for developing this document so that each project can be completed safely without delay.

7. UTHealth requires commissioning of equipment and materials associated with MEP, structure, waterproofing and life safety. Unless otherwise specified, the contractor led commissioning approach will be used. Given this information, describe your roles and responsibilities in the commissioning process.

8. What experience does your proposed project team have performing renovations in active wet lab research facilities, what special conditions exist and how will you address them?

9. You are contacted by the Owners Designated Representative/Project manager (ODR/PM) with a potential new project. They have provided 100% CD’s with specifications. Assuming this project is in the range of $50,000 - $80,000 with multiple subcontractors, but no long lead items, how quickly can you turnaround the following:

* Project Site Walk
* Budget Estimate
* RS Means Proposal
* Signed bonds
* Mobilize Onsite

Total Days from Initiation to Mobilization?

10. You are contacted by the Owners Designated Representative/Project manager (ODR/PM) with a potential new project. They have a floor plan and written scope statement; however, a field investigation will be needed to clarify details for subcontractors. Assuming this project is in the range of $50,000 - $80,000 with multiple subcontractors, but no long lead items, how quickly can you turnaround the following:

* Project Site Walk
* Budget Estimate
* RS Means Proposal
* Signed bonds
* Mobilize Onsite

Total Days from Initiation to Mobilization?

**Miscellaneous**

11. Provide a list of any goods or services not specified in this RFP that your company would provide to UTHealth, e.g. project management software, and cost estimating.

\*\* - Quality metrics or monitoring requirements requested by UTHealth for a particular project will be specified by the project manager and written into the scope of work. The subcontracting to Historically Underutilized Businesses as vendors and subcontractors will be tracked on a monthly basis through the Pay Application Process.