**INVITATION TO BID**

**FOR A GENERAL CONTRACTOR**

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

#### *Medical School Building (MSB)*

#### ITB No.: *744-B1516 MSB Natural Gas Lines Inspection*

Bid Submittal Deadline: **Friday, March 13, 2015 @ 2:00PM CST**

****

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

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February 13, 2015

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#### INVITATION TO BID

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

#### ITB No.: 744-B1516

# **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 Bids (“ITB” or “Bids”) for selection of a contractor to provide ‘sniff test’ on the natural gas lines in the Medical School Building located at 6431 Fannin Street, Houston, Texas, ITB No.: 744-B1516 MSB Natural Gas Lines Inspection (“Project”), in accordance with the terms, conditions, and requirements set forth in this Invitation to Bids.
     1. This Invitation to Bid (“ITB”) is the only step for selecting a General Contractor for the Project as provided by Texas Education Code §51.783(d). The ITB provides the information necessary to prepare and submit Competitive Sealed Bids for consideration and ranking by the Owner.
     2. The Owner may select the Bid 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 offeror 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 offeror, the Owner may formally end negotiations with that offeror and proceed to the next “best value” offeror in the order of the selection ranking until a contract is reached or all bids 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 ITB information.
  3. Type of Contract: Any contract resulting from this solicitation will be in the form of the Owner’s Standard General Contractor Agreement, a copy of which is included in the Bidding Documents.
     1. The work will be awarded under as a Lump-Sum contract to the Respondent offering the “best value” to the Owner.
  4. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this ITB 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 bids are due as part of the ITB, and respondents shall acknowledge receipt of each Addendum to the ITB and/or the Bid Documents in its Bid.
     1. Addendum may be issued by the Point-of-Contact for this ITB via the University of Texas Health Science Center at Houston Procurement service’s website at <http://www.uthouston.edu/buy/bid-list.htm>
     2. No oral explanation in regard to the meaning of the Bidding 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 Drawings and Specifications shall be communicated in writing to the Project Point-Of-Contact for interpretation. Any interpretation made will be in the form of an Addendum, which will be forwarded to all known plan holders and its receipt by the respondent shall be acknowledged on the Respondent’s Base Pricing and Delivery Bid Form, Section 6.
     3. Respondents shall consider only those clarifications and interpretations to the Drawings and Specifications that the Project Point-Of-Contact 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 Bids.
  5. SUBMISSION OF BID:
     1. BID DEADLINE AND LOCATION: The Owner will receive Bids at the time and location described below.

**Friday, March 13, 2015 @ 2:00PM CST**

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

* + - 1. Submit TWO (2) identical copies of the Bid
    1. Bids that are received late will be returned to the respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Bid submittal location identified above.
    2. The Owner will not acknowledge or receive Bids that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
    3. Properly submitted Bids will not be returned to the respondents.
    4. Bids 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 ITB 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 ITB. **Respondents shall restrict all contact to email format with the Owner and direct all questions regarding this ITB, including questions regarding terms and conditions, to the Point-of-Contact person.**

Michael K. Ochoa, C.P.M., 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](mailto:Michael.Ochoa@uth.tmc.edu)

**Last day for question(s) submittal is Tuesday, March 3, 2015 @ 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 Manager Representative.

Judson Lloyd, Senior Project Manager

* 1. EVALUATION OF BIDS: The evaluation of the Bids shall be based on the requirements described in this ITB. **One Hundred (100%) of the evaluation will be based on the Respondent’s Bid.** All properly submitted Bids will be reviewed, evaluated, and ranked by the Owner.
  2. OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Bids 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 Bids and re-solicit for new Bids, or to reject any and all Bids and temporarily or permanently abandon the Project. **Owner reserves the right to award any, all, or none of the Project**. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project and no such representation is intended or should be construed by the issuance of this ITB.
  3. VALIDITY PERIOD: Bids are to be valid for UTHSC-H’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. Bids, if accepted, shall remain valid for the life of the Contract.
  4. Acceptance of Evaluation Methodology: By submitting its Bids in response to this ITB, 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 Bids “non-responsive” if the Base Bid Cost is determined to be unreasonable or irresponsible in relation to the other submitted Bids 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 ITB process shall be at the sole risk and responsibility of the respondent. Respondents submit Bids at their own risk and expense.
  6. PRE-SUBMITTAL CONFERENCE: Not Applicable.
  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 Bid.
  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 (UTHSC-H) has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (included in the Bidding Documents).  The Policy applies to all contracts with an expected value of $100,000 or more.  If UTSHC-H determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (Exhibit F) is a required element of the Bids.  Failure to submit a required HUB Subcontracting Plan will result in rejection of the Bids.     
     \*\*The expected value of this ITB is NOT expected to exceed $100,000, and thus a HUB Subcontracting Plan is not required.\*\*
  9. CERTAIN BIDS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a bid 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 bids on which the bid 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 bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." 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 bid 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 the most recent Davis-Bacon minimum wage requirements for Harris County, Texas. Rates can be obtained at <http://www.gpo.gov/davisbacon>.
  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, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

1.21 U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM: By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1) All persons employed to perform duties within Texas, during the term of the Contract; and

2) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of (agency name), an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.**

# **SECTION 2 – EXECUTIVE SUMMARY**

* 1. HISTORICAL BACKGROUND:

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H) is one of the fifteen component Universities of The University of Texas System. UTHSC-H 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

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H 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. UTHSC-H 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, UTHSC-H 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.”

* 1. PROJECT DESCRIPTION AND SCOPE:

The selected contractor must provide all labor and materials required to provide ‘sniff test’ on the natural gas lines and conduct repairs as needed **(Exhibit A – Drawings)** on the natural gas lines in room the Medical School Building located in the Texas Medical Center. All work provided must be in accordance with the drawings and specifications provided by University.

Contractor will provide a detailed report to University Project Manager on any findings. This report should indicate location and other information that may be helpful when repairs are conducted. Contractor will then upon approval from University conduct repairs to the natural gas lines.

The Project Manager and Construction Supervisor must have experience with project of similar scope and size in a wet lab research environment. This project will require a fulltime construction supervisor to monitor the activities of all subcontractors.

**In order to bid this project, your company or one of your subcontractors must have had prior experience with projects of similar size and scope to the specifications outlined for this project.**

* 1. PROJECT PLANNING SCHEDULE:

The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Bid Form, the duration shown on the Bid 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 Bids Refer to Section 1.5
* Owner executes Agreement TBD
* Owner issues Notice to Proceed for Construction TBD
* General Contractor achieves Substantial Completion TBD
* General Contractor achieves Final Completion TBD

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

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

* 1. CRITERIA ONE: Respondent’s Ability To Provide Construction Services
     1. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
     2. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.
     3. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
     4. Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.2 CRITERIA TWO: RESPONDENT’S EXPERIENCE ON SIMILAR PROJECTS

3.2.1 List all projects (maximum of 5) in which your company, or one of your company’s subcontractors, has completed that is similar in size and scope to the specifications outlined for this project.  Please list the name of the project and the similarities of each to this project.

3.3 CRITERIA THREE: Respondent’s Pricing and Delivery Bid

3.3.1 Complete the “Respondent’s Base Pricing and Delivery Bid” included with the Bidding Documents, Section 6.

3.4 CRITERIA FOUR: Respondent’s objections

3.4.1 Respondent shall indicate any exceptions to the Owner’s Standard General Contractor Agreement, Exhibit D.

3.5 CRITERIA FIVE: LETTER OF INTENT

3.5.1 **You must include with your bid a letter of intent from a surety company indicating your firm’s ability to obtain a payment bond for the entire construction cost of the project.** If you do not include this letter, your bid will be considered incomplete and will be rejected. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum of the entire construction cost. Bonding requirements are set forth in Article 5 of the Uniform General and Supplementary Conditions, see Exhibit B.

**SECTION 4 – FORMAT of BIDS**

* 1. General Instructions
     1. Bids shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this ITB. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
     2. Bids 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. Bids shall be submitted as one (1) document to include Qualifications and Base Pricing and Delivery Bid with Execution of Offer in a sealed envelope.
     3. Respondents shall carefully read the information contained in this ITB and submit a complete response to all requirements and questions as directed. Incomplete Bids will be considered non-responsive and subject to rejection.
     4. Bids and any other information submitted by respondents in response to this ITB shall become the property of the Owner.
     5. Bids that are qualified with conditional clauses, alterations, items not called for in the ITB 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 ITB. The Owner reserves the right to accept or reject any or all Bids , waive any formalities or minor technical inconsistencies, or delete any item/requirements from this ITB when deemed to be in Owner's best interest.
     7. Bids shall consist of answers to questions identified in Section 3 of the ITB. It is not necessary to repeat the question in the Bids; 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 Competitive Sealed Bids may result in the rejection of the Bids.
  2. PAGE SIZE, BINDING, DIVIDERS, AND TABS:
     1. Bids 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 Bids. Only the responses provided by the Respondent to the questions identified in Section 3 of this ITB will be used by the Owner for evaluation.
     3. Separate and identify each criteria response to Section 3 of this ITB 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 - DRAWINGS AND SPECIFICATIONS

* 1. DEFINITION: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, the Invitation to Bid, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Performance and Payment Bonds, Uniform General and Supplementary Conditions for Building Construction Contracts, Special Conditions, Prevailing Wage Rate Determination, HUB Utilization Policy (Exhibit ‘H’), other forms and documents identified in the Agreement, Drawings, Specifications, and all Addenda issued prior to receipt of Bids, and Change Orders issued after execution of the Contract.
  2. Distribution: Drawings for this project for Prime Bidding Contractors may be obtained by visiting the Procurement Services website listed under ITB 744-B1516 MSB Natural Gas Line Inspection.
  3. <http://www.uthouston.edu/buy/bid-list.htm>
  4. FEES: All costs shall be borne by the Respondent.

**SECTION 6 – RESPONDENT’S BASE PRICING AND DELIVERY BID**

**TO:** The University of Texas

Health Science Center at Houston

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

(Company Name)

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

(Address)

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

(City, State, Zip Code)

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

(Date)

**PROJECT:** ITB 744-B1516 MSB Natural Gas Lines Inspection

Dear Sir:

Having carefully examined the Project Requirements, the General Conditions, the Plans and Specifications and any Addenda to the Plans and Specifications as prepared by the University of Texas Health Science Center at Houston (the Owner of this Project), as well as the premises and all conditions affecting the work, the undersigned promises to furnish all equipment, labor, materials, supervision, services, and required bonding to complete the entire work in complete accordance with the above document for the following firm, fixed prices. The University will not accept bids which include assumptions or exceptions to the work identified in the Project Requirements.

6.1 Total base price for inspections

Price: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars

6.2 HOURLY LABOR COSTS FOR REPAIRS IF NEEDED

Price: $ \_\_\_\_\_\_\_\_\_\_\_\_\_ / HOUR

Note: Amounts shall be shown in both written and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

6.2 UNIVERSITY’S PAYMENT TERMS

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

6.3 BASE DELIVERY SCHEDULE

**Indicate total time for completion of entire project.**

Calendar Days to Complete Inspection \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify UTHSC-H sufficiently in advance of inability to complete within the delivery schedule, shall grant UTHSC-H the option of imposing liquidated damages in the amount of fifteen hundred dollars ($1,500.00) per calendar day. Notwithstanding the foregoing, UTHSC-H shall have no obligation to accept late performance or waive timely performance by Contractor.

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

The undersigned acknowledges receipt of the following Addenda to this ITB:

Addendum No 1. \_\_\_\_

Addendum No 2. \_\_\_\_

Addendum No 3. \_\_\_\_

Addendum No 4. \_\_\_\_

Addendum No 5. \_\_\_\_

The undersigned agrees, if awarded the Contract, to execute the Contract within ten (10) days after notification of award, and to commence work within ten (10) days after the Notice to Proceed is issued by The University of Texas Health Science Center at Houston.

Respectfully Submitted,

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

(Company Name)

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

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

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

(SEAL: If bid 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 BID.**

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED BID OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S BID, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT UTHSC-H. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT UTHSC-H'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 (UTHSC-H) may, at its option, terminate any Agreement to which this Document is attached without further liability, and Contractor shall be removed from all UTHSC-H bid lists.

Contractor agrees to notify UTHSC-H 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 UTHSC-H 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 UTHSC-H is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at UTHSC-H’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 UTHSC-H’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 UTHSC-H’s premises or facilities. Contractor acknowledges that UTHSC-H will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at UTHSC-H‘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>.

(b) Contractor is not disbarred and/or excluded from federal procurement programs by querying the System for Award Management maintained by the Federal Service Desk: <https://www.sam.gov/portal/public/SAM/>.

(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 Treasury, Office of Foreign Assets Control: <http://www.treas.gov/offices/enforcement/ofac/sdn/>.

(d) Contractor has not been debarred from doing business with the State of Texas by querying Debarred Vendor List maintained by the Texas Comptroller of Public Accounts: <http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/>

Contractor is in 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://ourcpa.cpa.state.tx.us/coa/Index.html>

Contractor is current and not on hold with the Texas Comptroller of Public Accounts by querying the Taxpayer and Vendor Account Information list maintained by the Texas Comptroller of Public accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.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 UTHSC-H with all data that UTHSC-H, 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 UTHSC-H 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 UTSC-H 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 UTHSC-H 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 UTHSC-H prior to UTHSC-H’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 UTHSC-H 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:

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

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 bid 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: \_\_\_\_\_\_

* 1. State that you will provide a copy of your company’s financial statements for the past two (2) years, if requested by University.
  2. Provide a Financial rating of your company and any documents, including a Dunn and Bradstreet analysis which indicates the financial stability of your company.
  3. Is your company 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.
  4. Provided details of all past pending litigation or claims filed against your company that would affect your company’s performance under a Contract with University.
  5. 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.

7. 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.

8. Please provide a completed and signed copy of your organizations W-9 Form.