

UNT SYSTEM™

Strategic Infrastructure,
Planning & Construction

DATE: March 21, 2024
TO: Potential Respondents
FROM: Carrie Stoeckert—Senior Construction Contract Coordinator
SUBJECT: Addendum #2
RFCSP752-24-985CS
Kerr Hall Lobby Renovation

This Addendum is being issued to address the Proposal Form pricing: Please see attached Amended Proposal Form for your use in your Proposal.

Please initial acknowledgement on Addenda portion on the Proposal Form of the RFCSP for Addendum #2.

**DOCUMENT 004100
RFCSP752-24-985CS**

KERR HALL LOBBY RENOVATION

AMENDED PROPOSAL FORM

Proposal of: _____
(Company Name)

In accordance with Education Code 51.783, the University of North (UNT), subsequently referred to as the Owner, is accepting proposals and intends to enter into an agreement with a General Construction contractor in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP).

UNTS is accepting sealed bids no later than 2:00 p.m. CST on March 25, 2024. Bids received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan is due no later than 2:00 p.m. CST on March 26, 2024. Failure to submit the HUB plan will disqualify your proposal.

The scope of work of this RFCSP is General Construction for the UNT West/Maple Intellihot Boiler Installations project. A set of the one hundred percent (100%) Construction Documents and Specifications have been included for use in preparation of the proposal. A sample copy of the agreement has been included (Division 00, Section 005200, *Agreement Forms*) for review.

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

TO: Carrie Stoeckert
Senior Construction Contract Coordinator
University of North Texas System

Via Electronic Delivery through Jaegger Website Link below:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

BASE BID

Pursuant to and in compliance with the Contract Documents and any attachments thereto, including the Advertisement for Competitive Sealed Proposal and Instruction for Proposals, the Proposer hereby certifies that it has, carefully examined the Contract Documents entitled:

Kerr Hall Lobby Renovation 100% Construction Documents Project Manual **Prepared by: TreanorHL**
Kerr Hall Interior Renovation Lobby, Restrooms & Laundry Issue for Construction 2023/02/03
Prepared by: TreanorHL

For transparency purposes, please include a financial proposal which covers the scope of work. This should include the larger components such as demolition, salvage, install, etc. These components should be included within the base bid.

Base Bid Phase 1 Kerr Hall Lobby: The conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above referenced project. **(Not including bond cost):**

\$

Base Bid Phase 2 Kerr Hall Laundry, Resident Kitchen and Restrooms: The conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above referenced project. **(Not including bond cost):**

\$

ALTERNATE BIDS

Number	Description of Alternate Bid:	Additive/Deductive	Bid Amount:	Number of Days Added to Schedule**
1	Multipanel folding aluminum-framed glass door	<input type="checkbox"/> Additive <input type="checkbox"/> Deductive	\$	
2	Replacement of existing exterior vestibule doors with new storefront doors	<input type="checkbox"/> Additive <input type="checkbox"/> Deductive	\$	
3	Wood ceiling and wood wall covering in community kitchen	<input type="checkbox"/> Additive <input type="checkbox"/> Deductive	\$	
4	Wall tile in restrooms A151A, A151B, A151C and A151D	<input type="checkbox"/> Additive <input type="checkbox"/> Deductive	\$	
5	Sliding glass doors at offices A142, A143, A144, and A145	<input type="checkbox"/> Additive <input type="checkbox"/> Deductive	\$	

****If one or more alternates are accepted by the Owner and the schedule days are being increased due to the alternates, the alternate with the longest time will be the number of days added to the schedule.**

PAYMENT TERMS

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

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

SALES TAX

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

INSURANCE

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

TIME OF COMPLETION PHASE 1 KERR HALL LOBBY:

Consecutive Calendar Days needed to complete the project: _____ calendar days

TIME OF COMPLETION PHASE 2 KERR HALL LAUNDRY, RESIDENT KITCHEN AND RESTROOMS:

Consecutive Calendar Days needed to complete the project: _____ calendar days

LIQUIDATED DAMAGES

Liquidated damages will be in accordance with Division 00, Section 007000 "UGC".

BOND

In accordance with Texas Government Code 2253, a Payment Bond is required for all public works agreements over \$25,000.00 and a Performance Bond for all public works agreements over \$100,000.00. It is estimated that this agreement will be over \$100,000.00 so a Payment and Performance Bond is required. Please provide the amount as a total bond cost. The Owner will pay bonding costs to the awarded vendor as a pass-through amount with proper documentation provided along with an invoice.

Phase 1 Kerr Hall Lobby Payment and Performance Bond cost: \$ _____

Phase 2 Kerr Hall Laundry, Resident Kitchen and Restrooms
Payment and Performance Bond cost: \$ _____

ADDENDA

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

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

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

QUALIFICATIONS

Refer to Attachment A of this document. Qualifications must be submitted on the enclosed form and no other document will be accepted. Not providing qualifications on the provided form will be cause for disqualification.

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

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

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

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

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:
 - Historically Underutilized Business
 - Small Business (House Bill 366, 64th Legislature)
 - Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
 - Certified by Texas Department of Commerce
 - Status not claimed
9. By signature hereon, Respondent certifies as follows:

"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

"Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.
11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with Respondent: _____ Date of employment with Respondent: _____
12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
16. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.
17. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.002. Additionally, Respondent shall not engage in a boycott of Israel during the term of this agreement.
18. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2272.02, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement.
19. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2274.02, that it does not boycott energy companies and will not boycott energy companies during the term of this agreement.
20. By signature hereon, Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2252.201-2252.205, that it is in compliance with the requirement that any iron or steel project produced through a manufacturing process and used in the Project is produced in the United States.
21. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number.

Complete the following:

Payee ID No. _____

FEI No. _____

Company Information:

(Company Name)

(Street Address Line 1)

(Street Address Line 2)

(City, State, Zip Code)

If a Corporation
State of Incorporation: _____

Charter No: _____

Submitted by:

(Authorized Signature)

(Printed Name/Title)

(Date)

(Telephone Number)

(Facsimile Number)

(Email Address)

ATTACHMENT A
QUALIFICATIONS
RFCSP752-24-985CS
KERR HALL LOBBY RENOVATION

ITEMS 1 THROUGH 5 TO BE SUBMITTED WITH PROPOSAL

Proposer's Name: _____

Point of Contact: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

State Comptroller Vendor Identification Number: _____

1. GENERAL

- A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project. Include a copy of licenses.
- C. Proposed schedule (Bar chart acceptable).

2. HISTORY

- A. Corporation Partnership Sole Proprietorship Joint Venture

State of Incorporation: _____

- B. In continuous business since: _____

Remarks (if required):

- C. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Branch Manager</u>	<u>Telephone Number</u>
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- D. Check box(es) corresponding to the nature of your business:

- Large Business (100 or more employees)
 Small Business (fewer than 100 employees)
 HUB Business
 Other (Define) _____

- E. Has your organization ever defaulted or failed to complete any work awarded?

- Yes No

If yes, stipulate where and why: _____

- F. Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time?

- Yes No

If yes, stipulate where and why: _____

3. EXPERIENCE

A. Normally performs _____ % of the work with own forces. List trades below:

B. Propose to perform _____ % of the work for project with own forces. List trades below:

C. List all major projects of your organization has in-progress. If more space is needed attach pages to this form using format below identified by item and sub-item:

i. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Architect Reference Contact and Telephone Number:

ii. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Architect Reference Contact and Telephone Number:

iii. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Architect Reference Contact and Telephone Number:

D. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

E. Largest contract currently in-process: _____

Anticipated date of completion: _____

F. Volume of work completed over last five (5) years: (Through 12/31)

Year	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

G. List five (5) major projects of similar scope your organization has completed in the last five (5) years with completion date, photos and references. Other projects of particular significance may also be listed.

i. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name Telephone Number

Architect Reference Contract and Telephone Number:

Name Telephone Number

ii. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name Telephone Number

Architect Reference Contract and Telephone Number:

Name Telephone Number

iii. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name Telephone Number

Architect Reference Contract and Telephone Number:

Name Telephone Number

iv. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name Telephone Number

Architect Reference Contract and Telephone Number:

Name Telephone Number

v. Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name Telephone Number

Architect Reference Contract and Telephone Number:

Name Telephone Number

H. Has your organization had any claims and/or litigations in the last five (5) years?

If yes, attach a list with project name, date or project, owner, owner's contact person with telephone number and summary explanation.

4. SAFETY PROGRAM

- A. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last three (3) years, as obtained from your insurance agent.

YEAR			
EMR			

- B. Complete matrix for the three (3) past years, as obtained from OSHA N. 200 Log:

Year			
Number of injuries and illness			
Number of lost time accidents			
Number of recordable cases			
Number of fatalities			
Total Injury & illness rate from OSHA 300 log			

Please provide your SIC Code _____

- C. Are regular project safety meetings held for Field Supervisor(s)?

Yes No

If yes, frequency:

Weekly Bi-monthly Monthly As Needed

- D. Are project safety inspections conducted? Yes No

If yes, who performs inspection?

How often?

- E. Does organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon contract award.

- F. Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisors? Yes No

If yes, does your Supervisor Safety Program include instructions on the following:

	Yes	No
Safety work practices	<input type="checkbox"/>	<input type="checkbox"/>
Tool box safety meetings	<input type="checkbox"/>	<input type="checkbox"/>
First aid procedures	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
New worker's orientation	<input type="checkbox"/>	<input type="checkbox"/>

5. FINANCIAL

A. Attach an audited Financial Statement, including a profit and loss statement and other supporting schedules. If the last audited statement is over twelve (12) months old, include the most current unaudited statement.

B. Surety Company: _____

Agent: _____

Name of Contact: _____ Telephone No. _____

C. Bonding Capacity: _____

Limit per project: _____

Unencumbered bonding capacity: _____

D. Trade References (Additional references may be included as attached sheets.)

i. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

ii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

iii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____