RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Project Name: **Anderson Boiler Room Roof**

RFP No.: **12-0041**

From: Respondent's Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Phone Number: _____

To: The University of Texas MD Anderson Cancer Center
Sourcing and Contract Management
7007 Bertner Avenue, Suite 11.2339
Houston, Texas 77030
Attn: **Bryan Dawson**

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

1.1 BASE PROPOSAL COST:

_____

_____ DOLLARS ($_____)

1.1.1 OWNER'S CONSTRUCTION CONTINGENCY: The above Base Proposal Cost includes an Owner's Construction Contingency in the amount of $**0.00.** This is a lump-sum amount from which changes are to be paid in accordance with the Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts. Any unused amount will be deducted by the Owner from the Contract Price by Change Order.

1.1.2 OWNERS SPECIAL CASH ALLOWANCE: The above Base Proposal Cost includes the following Owner's Special Cash Allowance(s) for work to be done within this contract under the supervision of the General Contractor and/or the Subcontractors. Each allowance shall be listed on the Contractor's Contract Price Breakdown as a portion of the total contract amount, and each shall be expended only upon direction of the Owner. This is a lump sum amount from which changes are to be paid in accordance with the Changes section of the Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts. Any unused amount will be deducted from the Contract Price by Change Order.

1.1.2.1 Not used

1.1.3 INSURANCE COVERAGE OF EXISTING BUILDING STRUCTURE: The above Base Proposal Cost includes a cost for Builders Risk Endorsement Coverage in the amount of $5 million ***or*** the estimated replacement value of the existing building structure, which ever is less. This coverage is for the existing building structure as further defined in Special Conditions Article 2, Builders Risk Endorsements.

_____

_____ DOLLARS ($_____)

1.2 ALTERNATE PROPOSALS: NOT USED

1.3 UNIT PRICES FOR GENERAL CONSTRUCTION: NOT USED

1.4 CONSTRUCTION DURATION: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as described in the UGC, the Plans and Specifications and addenda thereto within **250** calendar days after Notice to Proceed for Construction.

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

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

1.6 BID DOCUMENTS ADDENDA: Receipt is hereby acknowledged of the following addenda issued by the Project Architect/Engineer to the Bid Documents (i.e. drawings and specifications) - initial if applicable.

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

1.7 LIQUIDATED DAMAGES: NOT USED

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

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

1.10 AWARD OF CONTRACT AND COMMENCEMENT OF WORK: The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof. The undersigned

agrees the contract to execute the Contract within ten (10) calendar days after notification that the offerer has been identified by the Owner as the Respondent with the "best value" Proposal, and to commence work on or before the commencement date stated by the Owner in a Notice to Proceed; such commencement date shall be ten (10) or more calendar days after the date of the Notice to Proceed. In addition, the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner if requested a certification of franchise tax status of such subcontractor or supplier.

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

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

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

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

_____
(Name)

_____
(Name)

_____
(Name)

_____
(Name)

Submitted and Certified By:

_____	_____
(Respondent's Name)	*(Title)*
_____	_____
(Street Address)	*(Telephone Number)*
_____	_____
(City, State, Zip Code)	*(Fax Number)*
_____	_____

(Authorized Signature) *(Date)*

1.13 RESPONDENT'S EXECUTION OF OFFER
(See additional signature lines at end of this section)

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

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

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

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

1.13.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposals.

1.13.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

1.13.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposals made to any competitor or any other person engaged in such line of business.

1.13.6 By signature hereon, Respondent represents and warrants that:

1.13.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the Request For Competitive Sealed Proposals;

1.13.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the Request For Competitive Sealed Proposals;

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

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

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

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

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

1.13.8 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 Rule 1 TAC 111.2.

1.13.9 By signature hereon, Respondent certifies as follows:

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

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

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

1.13.10 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 University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your Request For Competitive Sealed Proposals response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

1.13.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this Request for Competitive Sealed Proposals (reference Section 2155.004 Texas Government Code).

1.13.12 Respondent represents and warrants that all articles and services quoted in response to this Request for Competitive Sealed Proposals meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

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

1.13.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposals.

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

1.13.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

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

_____	_____
(Respondent's Name)	*(Title)*
_____	_____
(Authorized Signature)	*(Date)*