TEXAS
Health and Human Services

Exhibit F

Respondent's Pricing Proposal Form

Exhibit F

Respondent's Pricing Proposal Form

RFP No.: HHS0008549

Project Name: Replace Fire Alarm Systems – Multi / Project 20-114-LBL

To: Health and Human Services Commission ("**Owner**")

From: Respondent's Name:_____

Mailing Address:_____

City, State, Zip Code:_____

Phone:_____

The Respondent having carefully examined the Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions ("**UGCs**"), the Drawings and Specifications, and any addenda thereto, as prepared by the Owner, and the Project Architect/Engineer for this Project, as well as the premises and all the conditions affecting the work, if applicable to this Project, does hereby propose to furnish all supervision, labor, materials, equipment, tooling, and permits necessary to achieve Substantial Completion of the work in accordance with the "Contract Documents" (as that term is defined in the UGCs) for the following sum: *(All amounts shall be written in number form.)*

1. Total Base Proposal Cost:

The Total Base Proposal Cost amount becomes the Respondent's "**Total Cost**" if allowances and/or if Additive Alternate Costs are not included and must total from the amounts listed below within this section.

The "**Total Base Proposal Cost**" amount must be used in the Respondent's Historically Underutilized Business Subcontracting Plan ("**HSP**"), if applicable, to determine subcontractor participation levels for the established HUB procurement goals.

All work to remove existing and provide new fully addressable, Code compliant fire alarm systems in buildings 504, 518, 519, 520, 521, 523, 524, 525, 526, 527 and 528 in strict compliance with the terms and conditions of the contract complete.

Total Base Proposal Cost =: **$**_____

2. Construction Milestone Schedule: The undersigned agrees, if awarded the Contract, to achieve Substantial Completion of the Work as described in the UGCs, the Drawings and Specifications, and any addenda thereto.

2.1 Owner anticipates the Notice to Proceed for construction to be issued within two weeks of the Contract being executed.

2.2 Contractor will mobilize within ten calendar days after receiving the Notice to Proceed.

2.3 Contractor shall achieve Substantial Completion of the Work no later than **150 days** of the commencement date set forth in the Notice to Proceed; however, this is an estimate only. The Contract will specify the number of days from commencement date (as stated in Notice to Proceed) to Substantial Completion.

3. RFP Addenda: The Respondent hereby acknowledges receipt of the following RFP addenda issued by the Owner: *(Initial all that are applicable.)*

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

4. Security Bonds: The Respondent shall include, with its Proposal, a bid security in the form of a cashier's check, certified check (both described below as a "**Check**"), or original bid bond ("**Bid Bond**") payable to the Health and Human Services Commission, in an amount not less than **5%** of the Total Base Proposal Cost referenced in **Section 1** above. A Bid Bond shall be delivered to an Owner's representative and held by an Owner's representative until such time as the Bid Bond is terminated by its terms or becomes null and void according to its terms. If the Bid Bond is terminated or becomes null and void, then the Bid Bond will be returned to Respondent upon request. If the conditions of the Bid Bond are not met or satisfied, then Owner reserves the right to make a claim upon the Bid Bond and the security will be forfeited as stated below. If bid security is in the form of a Check, then the Check shall be delivered to, and held by an Owner's representative and not cashed or deposited (or, if negotiating the Check becomes necessary due to time issues, then the funds shall be held in an appropriate account for Owner and not released) until one of the following occurs: (i) another respondent has signed a Contract and has begun performing on the Project; or (ii) this Respondent has signed the Contract and has begun performing on the Project. If either (i) or (ii) occurs, then the Check, or the funds represented by the Check, will be returned to this Respondent. No other form of security will be accepted. Should the Respondent fail, neglect, or refuse to begin performance of the Contract after receiving the award, the security will be forfeited to the Owner, and in particular, the Check may be cashed or deposited, or the funds represented by the Check may be released to Owner.

5. Payment and Performance Bonds: The Respondent agrees to execute the performance and payment bonds in the amount of **100%** of the Contract price within ten calendar days of a fully executed Contract. (Performance Bond and Payment Bond Forms are attached hereto as **Attachment A of Exhibit F**)

6. Award of Contract and Commencement of Work: The Respondent agrees to execute the Contract within ten calendar days after notification that the Respondent 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; unless otherwise approved by Owner, such commencement date shall be no later than ten calendar days after the date of the Notice to Proceed. In addition, the Respondent 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 each subcontractor or supplier.

7. 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.

8. **Authority to Sign.** The Respondent must complete, sign and return this Respondent's Pricing Proposal Form with its Submittal. If the person signing this Respondent's Pricing Proposal Form differs from the person signing the Affirmations and Solicitation Acceptance for State Architectural/Engineering and Construction Projects (Exhibit A to this Solicitation to which this pricing proposal is responding), then Respondent and the signatory below represent and warrant that the signatory has authority to sign this Respondent's Pricing Proposal Form on behalf of the Respondent.

This Respondent's Pricing Proposal is Submitted and Certified by:

By:_____

Print Name:_____

Title:_____

Address:_____

Telephone Number:_____

Email of Signatory:_____

*Email of Primary Contact of Respondent:_____
**If different from signatory.*

Date:_____

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 CONTRACTS 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. By signature hereon, Respondent acknowledges and agrees that:

    a. this Request for Competitive Sealed Proposals is a solicitation for Proposals and is not a contract or an offer to contract;
    b. 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;
    c. 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
    d. 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.

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.

3. By signature hereon, Respondent represents and warrants that:

    a. 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;
    b. 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;
    c. Respondent has been in business for a minimum of five years, or the principals/owners have a minimum of five years' recent ownership/executive management experience in a previous company that provided construction services of similar scope and complexity;
    d. 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;
    e. Respondent's personnel, including subcontractors, who will be assigned to the Project have all licenses and permits required to perform the work described;
    f. 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;

g. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
h. 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.

4. By signature hereon, Respondent certifies as follows:

   a. 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.
   b. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
   c. **By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, the Owner, 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 contract or other contractual arrangements which may result from the submission of Respondent's Proposals**.
   d. By signature hereon, Respondent agrees that any payments that may become due under any contract 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.

5. Disclosure of Interested Parties Statute. In its Proposal, the Respondent must agree to comply with *Texas Government Code* Section 2252.908 ("**Disclosure of Interested Parties Statute**") and *Texas Administration Code*, Title 1, Part 2, Chapter 46, Sections 46.1-46.3 ("**Disclosure of Interested Parties Regulations**") as implemented by the Texas Ethics Commission ("**TEC**"), including, among other things, providing the TEC and the Owner with the information required by the Disclosure of Interested Parties Statute and the Disclosure of Interested Parties Regulations on the form promulgated by the TEC. The form will be required to be submitted to Owner prior to the countersigning of the final contract and not submitted with this RFP.

   The Respondent must complete, sign and return this Execution of Offer as part of their Submittal. If the person signing this Pricing Proposal differs from the person signing the Affirmations (**Exhibit A** to this Solicitation to which this Execution of Offer is responding), then Respondent and the signatory below represent and warrant that the signatory has authority to sign this Pricing Proposal on behalf of the Respondent.

   By:_____

   Name:_____

   Title:_____

   Date:_____

Attachment A

Performance and Payment Bond Forms

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we, _____ a corporation duly authorized to do business in this State, as Surety(s), are this date held and firmly bound unto the State of Texas in the amount of

_____

_____

_____ Dollars $ _____

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by the through the Texas Health and Human Services Commission, and dated _____ for the _____

_____

_____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument.

this _____ day of _____.

PRINCIPAL	SURETY
By_____	By_____
	Bond Identification No. _____
	_____ Address of Attorney-In-Fact
	_____ Telephone No. of Attorney-In-Fact

(Use of this form for the purposes indicated has been approved by the Attorney General of Texas)

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we, _____a corporation duly authorized to do business in this State, as Surety(s), are this date held and firmly bound unto the State of Texas in the amount of

_____
_____Dollars $ _____
for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by the through the Texas Health and Human Services Commission, and dated _____ for the _____
_____
_____
The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure, as defined by the Contract Documents, to faithfully perform the Contract, Surety(s) will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument.

this _____ day of _____.

PRINCIPAL	SURETY
By_____	By_____
	Bond Identification No. _____
	_____ Address of Attorney-In-Fact
	_____ Telephone No. of Attorney-In-Fact

(Use of this form for the purposes indicated has been approved by the Attorney General of Texas)

Performance and Payment Bond Attachment

As per Section 5.1.1 of the Texas Uniform General Conditions for Construction Contracts with Supplementary General Conditions, each bond shall show the name, address and telephone number of the Texas representative of the corporate surety or corporate sureties. Therefore, please provide the following information and return this form with the executed Payment Bond.

Surety Company:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Texas Representative: *(Agency through which bond is issued)*

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____