



REQUEST FOR PROPOSAL # FM2021-001
JOB ORDER CONTRACTING SERVICES FOR
INTERIOR RENOVATIONS AND
GENERAL CONSTRUCTION SERVICES

**THE UNIVERSITY OF TEXAS AT ARLINGTON
OFFICE OF FACILITIES MANAGEMENT
Arlington, Texas 76013**

Issue Date: February 11, 2021

Pre-Proposal Meeting: February 23, 2021 at 2:00 PM

Submittal Deadline: March 9, 2021 at 3:00 PM

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas at Arlington

The University of Texas at Arlington ("University") is a comprehensive public university located in the dynamic and growing Dallas-Fort Worth Metroplex. The University has a population of approximately 50,000 students, faculty, and staff. University offers over 180 degree programs to a global enrollment of more than 59,000 students. University has approximately 4,800 full-time and part-time employees. The University's main campus in Arlington includes approximately 420 acres, 117 buildings, and 7,126,747 gross square feet. Three other satellite campuses operated by University are located in Fort Worth, Texas, at Riverbend Park, Arlington Regional Data Center, and the University of Texas at Arlington Fort Worth Center at Santa Fe Station.

1.2 JOC Background and Program Expectations

1.2.1 JOC Background

The University has maintained a Job Order Contract (JOC) since 2003. From the establishment of the JOC Program, over 1,200 Job Orders have been issued for a total of approximately \$61 million dollars' worth of Work. The Job Orders have been issued to 18 different General Contractors who have effectively resourced projects to approximately 200 subcontractors and suppliers.

The average cost of a single project is approximately \$75,000, varying in size from \$5,000 to \$500,000. The University typically categorizes projects for issuance to the JOC Program in the \$50,000 to \$250,000 range.

1.2.2 Program Expectations

1.2.2.1 Contractor shall provide the University with a responsive and experienced Management Team (Management Team must consist of full time employees of contractor; temporary employees and subcontractor employees are not acceptable) that is capable of:

- Preparing and executing multiple projects at multiple building/locations SIMULTANEOUSLY.
- Delivering high quality work and meeting construction schedule deadlines.
- Managing a large number of multiple subcontractors
- Computer and web-based operations.
- Maintaining a "CAN DO" attitude.

1.2.2.2 Contractor shall have a pro-active diversification program (subcontractors) to include small and Historically Underutilized Businesses (HUB)s including but not limited to the following:

- Reaching out to local subcontractors.
- Establishing a "Mentor/Protege" program to assist smaller subcontractors.
- Playing an active role in meeting the University's "Good Faith Effort" for Minority participation.

- Conducting outreach initiatives to include Minority and Small Business Trade Associations.

The JOC Program encourages the support and growth of the local and regional economy by providing work opportunities to small business and Historically Underutilized Businesses (HUB), via a General Contractor, which may not normally be able to do business with the University. Growth of the Subcontractor/ Vendor / Supplier community, as well as voluntary compliance to goals and objectives of the State of Texas's HUB program must be diligently maintained and progressively improved.

1.2.2.3 Contractor shall have the financial resources to undertake the projected level of work, including:

- Significant mobilization costs (i.e., bonds, insurance, computers, office, personnel, etc.).
- Resources to assist small local subcontractors with payroll and material expenses.
- Long lead time before a positive cash flow.

1.3 Objectives of this Request for Proposal

1.3.1 Rapid Mobilization after Contract Award and Job Order

- Shorten the project (Job Order) development and procurement time
- Provide reliable and controlled construction performance schedules
- Meet or exceed the needs of the Customer(s)
- Faster response time(s) for project commencement

1.3.2 High Level of *QUALITY* at a Firm, Fixed Price

- Performance satisfaction
- Standardization on process and procedures, with consideration of interaction with the University
- "Lessons Learned" as a program and commitment to avoiding costly and repetitious mistakes

1.3.3 Include Subcontractors

- **While maintaining a minimum of Thirty percent (30%) Contractor self-performance on each job order**
- Understanding responsibility of distribution of Work as issued by Job Order
- Potential for having to financially support subcontracting efforts

1.3.4 Retention of JOC Contractor Status

- Remain in an active role in meeting the University's "Good Faith Effort" for Minority participation
- Develop and maintain a partnership relationship (non-adversarial)
- Participate and remain active in the HUB program with HUB certified Subcontractors
- Meet or exceed outlined and proposed performance criteria

1.3.5 Proficiency in Computer Operations

- Preparation of cost proposals using computer software
- Day-to-day contract administration
- Electronic transfer of data and drawings (i.e., "As-Builts," shop drawings, etc.)

1.3.6 Responsible for Project Budget

- Field verification of specific Drawings and Specifications, in order to develop Firm, Fixed Job Orders, where Contractor is responsible for items they missed during proposal preparation
- Implementation of effective cost control methods
- Capable of assisting in value engineering

1.3.7 Perform at a High Level of Quality

- Provide the University with high quality proposals from the Unit Price Book (UPB), using only legitimate scope related items
- Provide high quality of construction

1.3.8 Staff to Meet Job Order Execution Schedules

- Full time and dedicated presence on-site at all times of Contractor employees of Project Management Team will be required.
- Quick response to sudden increased workloads

(END OF SECTION 1)

SECTION 2

NOTICE TO PROPOSERS

2.1 General

The University of Texas at Arlington ("University") is accepting competitive sealed Proposals to contract for Job Order Contracting, pursuant to Sec. 51.784, *Texas Education Code*, in accordance with the terms, conditions and requirements set forth in this Request for Proposal, RFP No. FM2021-001. This Request for Proposal ("RFP") provides sufficient information for interested parties to prepare and submit Proposals for consideration by University.

Contractual arrangements offering the maximum benefit to the University in terms of (1) total overall cost and (2) project management expertise should be offered by the Proposer. Applicable discounts for educational, state and local government entities should be strongly considered.

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO RESPOND TO ALL QUESTIONS AND COMPLETE ALL BLANKS ON UNIVERSITY PROVIDED FORMS MAY RENDER A PROPOSAL NON-RESPONSIVE AND ELIMINATE IT FROM CONSIDERATION FOR AWARD OF A CONTRACT.

FOR ELECTRONIC UPDATES TO THIS REQUEST FOR PROPOSALS, ADDENDA AND FUTURE WORK, GO TO THE ESBG WEBSITE AT:

<http://www.txsmartbuy.com/sp>

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE MINOR IRREGULARITIES IN ANY OR ALL PROPOSALS AT ITS DISCRETION.

As an inducement to Proposers to offer lower Unit Prices and Coefficients, the University currently anticipates that it will issue Job Orders to the Contractor totaling a potential maximum of One Million Dollars (\$1,000,000.00) during the base term, and each additional option term, as described in this RFP (the "Maximum Value"). **However, the overall value of any agreement entered into as a result of this RFP is limited to \$1,000,000.00 until such time as Maximum Value is approved by the UT System Board of Regents.**

The University does not guarantee that any minimum quantity of work ("Job Order") will be authorized pursuant to any agreement entered into as a result of this RFP. However, the University believes, in good faith, that the cumulative value of the Job Orders it will issue will be at least \$100,000.00 for the base period and \$100,000.00 for each of the two (2) option period extensions (the "Target Minimum Value"). Failure to achieve either the Target Minimum Value or the Maximum Value shall not be considered or construed as a breach of any agreement by the University nor shall it be grounds for termination of the agreement by a contractor.

The price for any specific Job Order issued by the University pursuant to an agreement entered into as a result of this RFP shall be based on the Unit Price Guide (UPG). Non-prepriced items shall not exceed twenty-five percent (25%) of the value of any Job Order. The price and scope of individual Job Orders shall be established and negotiated as provided by the JOC Agreement.

2.2 Submittal Deadline

To be considered, responsive Proposals must be received by the University at the following location in accordance with the following schedule:

Responses must be submitted electronically to ofm_contracts@uta.edu. Submittals will be kept securely in this email box until the appropriate opening date and time. HUB Subcontracting plan must be submitted as a separate file in a separate email. In the subject line of your emails include the following: Response to RFP #FM2021-001 (also indicate "HUB Subcontracting Plan" in the email containing the HUB Subcontracting Plan). **DO NOT SUBMIT A HARDCOPY SUBMITTAL IN RESPONSE TO THIS SOLICITATION.** Staff is working remotely and your submittal will not be received.

Proposals must be received on or before the date and time listed below:

EMAIL NO. 1 – PRICING / DELIVERY RESPONSE ; Section 6 and Section 7, TECHNICAL / MANAGEMENT RESPONSE Answering criteria listed in Section 8	<u>March 9, 2021</u> <u>3:00 PM</u>
EMAIL NO. 2 - HUB Subcontracting Plan (HSP) Letter of HUB Commitment for Job Order Contract on company letterhead with signature (a sample of this letter is attached in Exhibit H)	<u>March 9, 2021</u> <u>3:00 PM</u>

All documents should be submitted in 8 ½ "x 11" page size.

2.3 University of Texas at Arlington Contacts

Any questions or concerns regarding this Request for Proposal shall be directed to:

The University of Texas at Arlington
Office of Facilities Management
Attention: Viki Lewis, Contract Specialist
Email: vlewis@uta.edu

University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual VIA E-MAIL.

2.4 Type of Contract

Selected Proposers will be required to enter into a contract in the form(s) attached to these documents within the Bidding and Contracting Information section. The initial term of the contract will be **for two (2) years from the effective date of the contract.**

2.5 Inquiries and Interpretations

Responses to inquiries which require an interpretation or change to this RFP will be issued in writing by addendum (amendment) and emailed to all parties identified in University's records as having received a copy of the RFP. Proposers who do not receive this RFP directly from University are responsible for notifying University of their interest in the RFP and providing a name and email address for receipt of addenda.

All addenda issued by University prior to the time that proposals are received are included in the RFP.

Receipt and inclusion of all addenda shall be acknowledged in the proposal.

University Interpretations of or changes to the RFP are binding only if they are made by formal written addenda. Oral and other interpretations or clarifications are without legal effect.

A PRE-PROPOSAL CONFERENCE will be held on February 23, 2021 at 2:00 PM central prevailing time, via Microsoft TEAMS. Attendance is highly recommended but not required. The Pre-Proposal Conference will discuss in detail all requirements of the RFP and provide examples of the types of work expected to be performed by the successful Proposer(s). Attendees of this conference will have an opportunity to ask any questions regarding this RFP.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 817-502-2418,,790354516#](#) United States, Fort Worth

Phone Conference ID: 790 354 516#

[Find a local number](#) | [Reset PIN](#)

2.6 Public Information

University considers the majority of information, documentation and other materials that will be submitted in response to this RFP to be non-confidential and/or non-proprietary and, therefore, subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

2.6.1 Right to Privacy

To protect specific proprietary information included in a proposal, include the following statement on the front cover of any of submittal that contains proprietary information:

“This Proposal includes data that shall not be disclosed outside the University and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this Proposal. If, however, a contract is awarded to this Proposer as a result of - or in connection with - the submission of the data, the University shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the University’s right to use information in the data if it is obtained from another source without restriction.

Information on the following pages of this Proposal are subject to this restriction: *[list specific pages]*”

Furthermore, each page included in the above list must have the following included in either the header or the footer of the page:

“Use or disclosure of data printed on this sheet is subject to the restriction on the title (or identify specific location) page.”

2.6.2 Non-Disclosure

Contractor and University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or University, unless (1) required by law, (2) by order of any court or tribunal, (3) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (4) such information has been acquired from other sources.

2.7 Contract Award Process

An award to one or more Proposers for the services specified herein will be made following a procedure using competitive sealed Proposals. Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the Proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the Proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at University's sole option and discretion, University may discuss or negotiate all elements of the Proposal with selected Respondents which represent a competitive range of Proposals.

For purposes of negotiation, a competitive range of acceptable or potentially acceptable Proposals may be established comprising the highest rated Proposal(s). After the submission of a Proposal but before making an award, University may permit the Proposer to revise the Proposal in order to obtain the best final offer. University may not disclose any information derived from the Proposals submitted from competing offers in conducting such discussions.

University will provide each Proposer with an equal opportunity for discussion and revision of Proposals. Further action on Proposals not included in the competitive range will be deferred pending an award, but University reserves the right to include additional Proposals in the competitive range if deemed in the best interest of University. University reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all Proposals if deemed to be in the best interests of University and to re-solicit for Proposals, or to reject any and all Proposals if deemed to be in the best interests of University and to temporarily or permanently abandon the procurement. If the University awards a contract, it will award the contract to the Proposer or Proposers whose Proposal is the most advantageous to the University, considering price and the evaluation factors set forth in this RFP. The contract file must state in writing the basis upon which the award is made.

The University reserves the right to award multiple contracts based upon initial Proposals received, without discussion of such offers. Each offer should contain the Proposer's best terms from a price/delivery and technical/management standpoint. As Technical/Management Proposals become more equivalent, cost consideration becomes more significant and may become the determining factor for award. Any award price must be determined to be fair and reasonable. **The University may award Job Order Contracts for general construction and renovations to a contractor or multiple contractors that are evaluated as the most advantageous to the University in the specialty area(s) of:**

- 1) Environmental Services (i.e. labor for asbestos abatement). Must be licensed asbestos abatement contractor by Texas Department of State Health Services.**
- 2) Mechanical, Electrical, Plumbing, HVAC Services**

- 3) **Laboratory Renovations**
- 4) **General Construction/Demolition**
- 5) **Technology (i.e. data line installations)**
- 6) **Mechanical equipment repair and maintenance**

Contractor proficient in only one specialty area (or more) is encouraged to submit a proposal. Proposer to state in Technical/Management Proposal the areas above that the Proposer specializes in self-performing. Evaluation of contractor proposals will be based on proficiency area or multiple areas as stated in contractor's proposal.

The Technical/Management Proposals received in response to this Request for Proposal (RFP) will be evaluated utilizing a point system to select the Proposal that is most advantageous to the University. To be considered responsive, each Proposer shall specifically address each of the evaluation factors set forth in this Request for Proposals. Sufficient detail should be provided citing specific data as may be required, such that the Proposal may be evaluated. The Proposal shall clearly demonstrate that the Proposer has an understanding of the work tasks required.

Technical/Management Proposals shall be submitted so as to fully and clearly be acceptable without additional explanation or information, since the University reserves the right to make a final determination as to whether a Proposal is acceptable or unacceptable solely on the basis of the Proposal as submitted. However, the University may request additional information from Proposers, which clarifies, or supplements, but does not basically change any Proposal as submitted.

Consideration may also be given to any additional information and comments if they should increase the benefits to University. Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations

2.8 General Criteria for Selection

The Proposer selected for an award will be the Proposer whose Proposal, as presented in the response to this RFP, is the most advantageous to University. University is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of University as determined by University.

Proposals will be evaluated by University personnel. The criteria for evaluation of Proposals, and selection of the successful Proposer for this award, will be based on the factors listed below:

2.8.1 Technical / Management Proposal

2.8.1.1 Technical Factors:

The technical approach should address the following items, being sure to include the nature of the requirement as understood by the Proposer; recognition of critical areas of the requirement; and proposed methods of accomplishing the requirement. ***(See Section 8 for specific questions, which must be answered completely.)***

2.8.1.2 Management Factors:

Proposer's management approach shall include a description of the company's organization. ***(See Section 8 for specific questions, which must be answered completely.)***

2.8.2 Price / Delivery Proposal

For the purpose of evaluating price/delivery submitted hereunder (Section 7):

2.8.2.1 The University will assume that ninety percent (90%) of the work will be done during the normal working hours and that ten percent (10%) will be accomplished during other than normal working hours.

2.8.2.2 A price analysis will be completed of the Proposer's proposal to determine price reasonableness. If adequate competition is not obtained; however, a detailed cost analysis will be used to evaluate for cost realism (allowability, allocability, and reasonableness).

2.8.2.3 All work in development of the Proposer's coefficients shall be fully detailed, showing all calculations and a narrative of its development.

2.9 Subcontracting Plan for this Solicitation

HUB Subcontracting Plans will be reviewed for compliance. Subcontracting plans not in compliance will be considered as "non-responsive" and proposals removed from the selection process. The "Letter of HUB Commitment for Job Order Contract" is the only part of the HUB Subcontracting Plan that must be submitted at the same time as Proposal.

2.10 Respondent's Acceptance of Evaluation Methodology

Submission of a Proposal indicates Proposer's acceptance of the evaluation technique and Proposer's recognition that some subjective judgments must be made by University during the assigning of points.

2.11 Commitment

Proposer understands and agrees that this RFP is issued and predicated on anticipated requirements for project totals up to potentially Three Million Dollars (\$3,000,000.00) per contract for **JOB ORDER CONTRACTING SERVICES FOR INTERIOR RENOVATIONS AND GENERAL CONSTRUCTION SERVICES, CAMPUS WIDE** and that University has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by Proposer which arises from Proposer's performance hereunder shall be at the sole risk and responsibility of Proposer.

2.12 Historically Underutilized Businesses

2.12.1 See ATTACHED Exhibit H. 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 (HUBs) in all contracts. Accordingly, The University has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (Policy). The Policy applies to all contracts with an expected value of \$100,000 or more. If The University determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Response. Failure to submit a required HUB Subcontracting Plan (HSP) will result in rejection of the Response.

The "Letter of HUB Commitment for Job Order Contract" is the only part of the HUB Subcontracting Plan that must be submitted at the same time as Proposal.

2.13 Key Events Schedule

Issue Notice to Respondents	February 11, 2021	
Pre-Submittal Conference	February 23, 2021	2:00 PM
PROPOSALS DUE	March 9, 2021	3:00 PM

2.14 Issuance of Documents

BIDDERS MAY OBTAIN BID DOCUMENTS by downloading from the following website:

<http://www.txsmartbuy.com/sp>

If bidder does not have access to the internet, please send email to vlewis@uta.edu requesting a hard copy of the bid be provided. The bid will usually be provided the following day.

2.15 Submittal Timing of Contracts, Bonds, etc.

The selected Respondent, after receipt of the Contract, shall have **TEN (10) CALENDAR DAYS** to complete all necessary documents, bonds and insurance, and return them to Owner.

2.16 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Respondent under this RFP.

2.17 Disclosure Requirements

As part of the contract execution process, and as required by House Bill 1295, the successful Respondent (s) will be required to complete and submit Form 1295 "Certificate of Interested Parties" for certain types of contracts expected to exceed \$1 million over the potential life of the contract. The form can be downloaded at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The form requires disclosure of parties with controlling interest and/or any intermediaries acting on behalf of the Respondent. The form will be requested to be returned with contract during execution of the contract with the successful Respondent(s).

"Controlling Interest" means

- 1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- 2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or
- 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

"Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- 1) Receives compensation from the Business Entity for the person's participation;

- 2) Communicates directly with the UT Institution on behalf of the Business Entity regarding the contract; and
- 3) Is not an employee of the Business Entity

2.18 **ATTESTATION OF COMPLIANCE REGARDING COVID-19**

Prior to award of any contract or agreement, the awarded Contractor will be required to attest in writing that their company and any employees providing services on UTA campus or any UTA facility are fully compliant with the Center for Disease Control (CDC) guidelines for mitigating spread of the virus. Additional UTA specific information can be found at <https://www.uta.edu/announcements/coronavirus>.

(END OF SECTION 2)

SECTION 3 PROPOSAL REQUIREMENTS

3.1 General Instructions

- 3.1.1** Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 3.1.2** Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of University.
- 3.1.3** University will not provide compensation to Respondents for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense.
- 3.1.4** Proposals, which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by University, at its option.
- 3.1.5** Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of University's needs.
- 3.1.6** University makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in University's best interest. Representations made within the proposal will be binding on responding firms. University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- 3.1.7** Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 6). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- 3.1.8** Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

3.2 General Preparation and Proposal Submittal Instructions

3.2.1 Documents Required:

Respondents must complete, sign and return the attached **Execution of Offer, Section 6 and Pricing and Delivery Schedule, Section 7, BOTH WITH SIGNATURES** as part of their proposal response in **Email No. 1 – Pricing/Delivery Proposal as required in this request**. Proposals must be signed by Respondent's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.

Submit a total of **one (1) copy of the entire response to Section 8** to be submitted in **Email No. 1 Technical/Management Proposal** as required in this request.

Submit **one (1) HUB letter on company letterhead WITH SIGNATURE in Email No. 2 with subject line labeled "HUB Subcontracting Plan"**. A sample of this letter is attached in Exhibit H (Letter of HUB Commitment for Job Order Contract).

3.2.2 RFP Response:

Responses to this RFP should consist of answers to required questions in Section 8, "Proposer Questionnaire." It is not necessary to repeat the question in your response, however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

3.2.3 Page Size:

Proposals must be typed on letter-size (8-1/2" x 11") paper with any fold out sheet limited to 17 inches. Preprinted material should be referenced in the Proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Pages shall be single-sided, using print which is 12 characters per inch or larger.

3.2.4 Table of Contents:

Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

3.2.5 Pagination:

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

3.2.6 Number of Copies:

Submit a total of one (1) copy of the Pricing/Delivery Proposal which includes the Execution of Offer, Section 6 and Pricing and Delivery Schedule, Section 7, **with SIGNATURE**.

Submit a total of one (1) copy of the Technical/Management Proposal, Section 8.

Submit one (1) HUB letter on company letterhead **with SIGNATURE**.

3.2.7 Submission:

3.2.7.1 The Proposal including any supplemental printed material referenced with the RFP, must be submitted and received in the Office of Facilities Management on or before the time and date specified, and delivered to:

Responses must be submitted electronically to ofm_contracts@uta.edu. Submittals will be kept securely in this email box until the appropriate opening date and time. HUB Subcontracting plan must be submitted as a separate file in a separate email. In the subject line of your emails include

the following: Response to RFP #FM2021-001 (also indicate “HUB Subcontracting Plan” in the email containing the HUB Subcontracting Plan). **DO NOT SUBMIT A HARDCOPY SUBMITTAL IN RESPONSE TO THIS SOLICITATION.** Staff is working remotely and your submittal will not be received.

Email No. 1 – PRICING / DELIVERY RESPONSE (SECTIONS 6 & 7) and TECHNICAL / MANAGEMENT RESPONSE (SECTION 8)

Project Name: JOB ORDER CONTRACTING SERVICES FOR INTERIOR RENOVATIONS AND GENERAL CONSTRUCTION, Campus Wide - RFP #2021-001

Proposal Date: March 9, 2021 at 3:00 PM

Email No. 2 - HUB SUBCONTRACTING PLAN (HSP)

Project Name: JOB ORDER CONTRACTING SERVICES FOR INTERIOR RENOVATIONS AND GENERAL CONSTRUCTION, Campus Wide - RFP #2021-001

Proposal Date: March 9, 2021 at 3:00 PM

3.2.7.3 Late Proposals will **NOT** be considered under any circumstances.

3.2.7.4 Telephone Proposals are **NOT** acceptable in response to the Request for Proposal.

3.2.7.5 Facsimile (FAX) Proposals are **NOT** acceptable in response to this Request for Proposal.

3.2.8 Alternate Proposal:

University may consider alternate Proposals submitted by qualified responsive firms in determining an award. Respondents submitting alternate Proposals shall clearly identify any exceptions taken to the requirements listed herein, and include a detailed description of the alternate(s) Proposed. Proposer(s) may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate Proposals shall be submitted as an attachment to your base Proposal (RFP) package.

3.2.9 Withdrawal or Modification:

No Proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No Proposal may be withdrawn after the submittal deadline without approval by the University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the University.

3.2.10 Validity Period:

Proposals are to be valid for the University's acceptance for a minimum of **ONE HUNDRED EIGHTY (180) CALENDAR DAYS** from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract. A bid bond is not required for Proposal.

3.2.11 Unnecessarily Elaborate Proposals or Quotations:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective Proposal to this solicitation are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate art work, expensive paper and bindings, expensive visual, and other presentation aids are neither necessary nor wanted.

3.3 Pricing and Delivery Schedule

- 3.3.1** Proposer must complete Execution of Offer, Section 6, and Price and Delivery Schedule, Section 7.
- 3.3.2** Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit, or as otherwise defined. (ref. Section 7)
- 3.3.3** University will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Proposer's proposal.
- 3.3.4** Cash or prompt payment discounts will not be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in University's best interest.

3.4 Terms and Conditions

The General Terms and Conditions (ref. Section 4) shall govern any contract issued as a result of this solicitation (RFP), except as provided in 3.4.1 below.

- 3.4.1** All Proposers must comply with the requirements listed on any Notice to Proposers, Proposal Requirements, Specifications/Service Requirements, and General Terms and Conditions herein. In the event there is a conflict expressed in this document, the provision requiring proposer to supply the better quality or greater quantity shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
 - Specifications
 - Exhibit A (Contract Form including General Conditions)
 - General Terms and Conditions
 - Proposal Requirements
 - Notice to Proposers
- 3.4.2** By signing the Execution of Offer and submitting a proposal, a Proposer certifies that any attached or referenced terms, conditions, or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised terms and conditions, and that they do not impose additional requirements on University. A Proposer further certifies that the submission of a proposal is a Proposer's good faith intent to contract with University as specified herein and that such intent to contract is not contingent upon University's acceptance or execution of any such attached or referenced terms, conditions, or other documents.

3.5 Addenda to Solicitations

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged

Proposers shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the addenda, (2) identifying the addenda number and date in the space provided for this purpose in the form for submitting a proposal (Section 7).

3.6 Forms Information

The standard forms for the Performance Bond and Payment Bond are enclosed within this document behind the Job Order Agreement. A bid bond is not required for Proposal.

3.7 Modifications Prior to Date Set for Proposal Receipt

The right is reserved, as the interest of the University may require, to revise or amend the specification or drawings or both prior to the date set for proposal receipt. Such revisions and amendments, if any, will be announced by an addendum or addenda to the Request for Proposals. If the revisions and amendments are of a nature which required material changes in quantities or prices proposed or both, the date set for proposal receipt may be postponed by such number of days as in the opinion of the Contract Administrator will enable proposers to revise their proposal. In such cases, the amendment will include an announcement of the new date for proposal receipt.

3.8 Safety Requirements

The Contractor is subject to the safety and health standards of the office of Environmental Health and Safety (EHS) for The University of Texas at Arlington, or in absence of an EHS ruling, the Occupational Safety and Health Act (OSHA) will be implemented. Implementation of OSHA provisions rests in the statutory requirement and as a contractual matter.

The proposer should review the accident-prevention clauses of the contract as amended, referred to therein, and the special and technical provisions applicable to safety. The proposer should assure that they have full knowledge of the personal protective equipment (including respiratory equipment) that must be provided to workers, **worn on jobsite at ALL times** (Failure to wear PPE will be considered as noncompliance with contract, which could be cause for termination of Contract.) and that he or she is familiar with medical surveillance and record keeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, cleanup and housekeeping and other safety measures for the prevention of accidents during performance of work.

3.9 Quality Control

The successful proposer for this project will be required to institute a comprehensive Quality Control Program.

3.10 Site Visit Information

A site inspection is not available since no projects have been assigned for JOC work.

3.11 Proposal Submission Instructions

3.11.1 Pricing/Delivery Proposal – Email No. 1

NOTE: The Proposer shall include with the Pricing/Delivery Proposal supporting documentation (all cost and pricing information) and rationale utilized to compute profit and coefficients in Section 7. This information should define and explain the Proposer's methodology of computing the coefficient and profit. Supporting documentation shall include rates, bases, and methods of computation. Proposers are reminded this information is required for evaluation purposes only and that the coefficient submitted in Section 7 must represent all allowable costs as directed in Section 7 Notes. There is no limit to the number of pages for this supporting documentation.

3.11.2.1 The Pricing/ Delivery Schedules Proposal shall contain the following:

- Executed Section 6, Execution of Offer
- Executed Section 7, Pricing & Delivery Schedules (Bondability)

3.11.3 Technical/Management Proposal - Email No. 1

3.11.3.1 TECHNICAL/MANAGEMENT PROPOSALS SHALL NOT INCLUDE PRICE OR PRICING INFORMATION.

3.11.3.2 Technical/Management Proposals shall be submitted separately from the Pricing/Delivery Proposal in and clearly marked "Technical/Management Proposal."

3.11.3.3 To assure information is properly presented and to aid the University in the evaluation process, Proposers are requested to present Technical/Management Proposal information in accordance with the instructions presented above and in RFP, Section 3, Item 3.2, and in Section 2, Proposer Information, Item 2.8 General Criteria For Selection, which outlines items (in no particular order of importance) to be addressed in each proposal. Proposers should use title blocks and/or cover pages to identify individual and separate responses to each criterion/sub-criterion in the Technical/Management Proposal. Cover each item in sufficient detail to clearly address required information in order to preclude the Proposal from being returned as incomplete or rejected because an item has not been addressed.

Proposers are cautioned to submit sufficient information to enable the evaluation team to fully ascertain each Proposer's capability to perform all requirements contemplated by this solicitation. The data submitted with each Proposal should be complete and concise, but not overly elaborate. Reliance on promotional brochures is discouraged. The Technical/Management Proposal must include necessary information to enable evaluators to form a concrete conclusion regarding the Proposer's ability to perform complete execution of required work performance services.

In **no case** shall words such as "we will comply with the requirements of the contract" or equivalent statements be acceptable to meet the requirements of this request for proposals. Failure to comply with these instructions may result in rejection of the Proposer's Proposal. All commitments made in the Proposal,

which are in excess of the minimum requirements stated in the solicitation, may become part of the resultant contract.

The University may award a contract based upon initial proposals received without discussion of such proposals. Therefore, each initial proposal should be submitted with the most favorable terms from a technical and price/cost standpoint which the proposer can submit to the University.

3.12 Past Performance

Each Proposer shall submit past performance information with its proposal. Proposers are cautioned that the University may use the data they provide and data obtained from other sources to develop a performance risk assessment. ***(See Section 8 for specific questions, which must be answered completely.)***

3.13 PROPOSER'S CHECKLIST

All information required by the terms of the Solicitation shall be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check include, but are not limited to, those items listed below. This checklist is furnished only to assist you in submitting a proper Proposal. Check as you read.

- ☐ Have you acknowledged all amendments?

Proposer shall complete, sign and return the following documents as a part of their Proposal submittal. Failure to return these documents may subject your Proposal to disqualification.

- ☐ Have you Signed and Completed Execution of Offer? (ref. Section 6) – Price/Delivery Proposal
- ☐ Have you Signed and Completed Pricing and Delivery Schedule? (ref. Section 7) – Price/Delivery Proposal
- ☐ Have you completely filled out the Responses to Proposer's Questionnaire? (ref. Section 8) – Technical/Management Proposal
- ☐ Have you entered a coefficient for each item within Section 7?
- ☐ Are decimals in unit prices in the proper places? Are your figures/calculations legible and attached to support pricing information?
- ☐ Have you prepared and signed the HUB letter on company letterhead?
- ☐ Did the person signing the Proposal initial all erasures and/or corrections?
- ☐ Have you restricted your Proposal by altering the provisions of the solicitation? **Altering the solicitation could cause a Proposal to be "Non-Responsive"**.
- ☐ Are the envelopes containing your Proposal properly identified, that it is a sealed Proposal, and does it contain the correct solicitation number and Proposal material?
- ☐ Will your Proposal arrive on time? **Late Proposals shall not be considered.**

(END OF SECTION 3)

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made part of and govern any Job Order and/or Contract, if any, resulting from this Solicitation.

4.2 Definitions

Whenever the following terms are used in this Solicitation, as defined under General Terms and Conditions, or in other Contract Documents, the intent and meaning shall be interpreted as follows:

Coefficient (Adjustment Factor): A numerical factor that represents costs not considered as included in any line item associated to the Unit Price Book, including general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor's profit, and indirect costs. Separate coefficients may be used for normal working hours and non-normal working hours (**see Section 7**).

Contract Documents: All documents that form the Contract between the University and the Contractor. The Contract Documents consist of the Agreement (Exhibit A hereto), Conditions of the Contract (Section 4 - General Terms and Conditions, and any Additional or Special Conditions issued for this Solicitation), Specifications, Pricing and Delivery Schedule, Execution of Offer, Proposer's Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.

Contractor: The individual, partnership, corporation, or other entity awarded a Contract for Job Order Contracting under this Solicitation, in accordance with the terms, conditions, and requirements herein.

Contractor Responsible: The Contractor shall be held liable by the University for the performance of all the Work provided for under the Contract and under each Job Order. The Contract makes no attempt to fix the scope of the Work of the Subcontractors. Contractor shall fix the scope of all Work and responsibilities of the Subcontractors. Any disputes, which may arise in this connection between the Contractor and any Subcontractor, must be settled between the parties concerned. The University will not undertake or be in any way responsible for the settlement of such disputes.

Environmental Requirements: Federal, State, and/or Local laws, regulation, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention or any other requirement, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and Hazardous Material Activity, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 4321 et seq., and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder.

Estimated Maximum Value: A potential, but not guaranteed, contract amount of \$1,000,000 per renewal period.

Hazardous Materials: Lead, mold (once recognized by Texas Department of Health), asbestos and asbestos-containing materials, polychlorinated biphenyl (PCB), oil or any other petroleum productions, natural gas, source material, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2011, et seq.) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," or "toxic substance" (or Comparable term) in the Comprehensive Environment Response, Compensation and Liability Act (42 U.S.C. Sec 1801, et seq.) the Resource Conservation and Recovery Act (42 U.S.C. Sec 6901, et seq.), the Toxic Substance Control Act (Ill. Rev. Stat. Ch 111 ½, Sec. 1001, et seq.), and any rules or regulations promulgated pursuant to such statutes or any other applicable Federal or State statute, rule, or regulation or local law, ordinance, rule, or regulation, as amended in each case or any other substance similarly regulated pursuant to a present, past, or future Environmental Requirement.

Intent of Plans and Specifications:

Description of Work: The Contractor shall perform all Work as provided in any Job Order, plus such additional, extra, collateral and incidental Work as required and necessary to complete Work in accordance with the Contract Documents. The Contractor shall furnish all required materials, equipment, tools, labor, temporary light and submittals, shop drawings and incidentals, unless otherwise provided in the Contract Documents.

Scope of Contract Documents (i.e., Plans and Specifications): Job Orders may proceed with or without Contract Documents at the sole discretion of the University. If Contract Documents are required, such are not intended to cover every detail of materials, equipment, labor, services, or construction. **The Contractor shall furnish all materials, equipment and labor necessary to fully complete the individual Job Order under the Contract whether or not said details are shown or specified, all at no additional cost to the University.**

Imperatives: Wherever the imperative form of address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," etc., it shall be understood and agreed that such address is directed to the Contractor.

Meaning of Provide: "Provide," as used in these specifications means, "furnish and install."

Meaning of Other Terms: Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed," "as permitted," and similar words mean that the requirements, directions and permission of the University are intended; similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean "approved by," "acceptable to," or "satisfactory to" the University. Words "necessary," "proper," or words of like import are used with respect to extent, conduct or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the University. The University's judgment shall be considered as final and incontestable. **The University retains the right to approve any or all Subcontractors retained to perform all or any portion of any Job Order. Approval of a Subcontractor for one Job Order shall not constitute approval for any other Job Order. The University shall not be required to approve any Subcontractor.**

Responsibility for Discrepancies: Before the Contractor physically begins Work on a specific Job Order; it shall check all Contract Documents, any submittals, and the RFP and any other documentation provided by the University. Should any errors or omissions be found in such items or any discrepancy found between such items and the physical conditions at the Job Order Site or in any subsequent Contract Documents or Submittals that may be provided thereafter, the Contractor shall notify the University in writing, immediately. The Contractor shall not take advantage of any error or omission contained in any of the Contract Documents.

Reference Standards:

Edition to be used. When reference is made to the standards of code and standards organizations ("Standard"), the edition in effect on the date of issuance of the Job Order shall govern unless another edition is indicated in the Job Order. If any such Standard is revised prior to completion of any part of the Work to which such revision would pertain, the Contractor may, if accepted by the University in writing, perform such Work in accordance with the revised Standards.

Scope of Reference. When specific articles, divisions, sections, and headings are not given, such Codes and Standards shall apply in full.

Availability of Codes and Standards. Codes and Standards, except as modified in the specifications for an individual Job Order, shall have full force and effect as though printed in the Contract. The Codes and Standards are not furnished with the Contract because manufacturers and trades involved are expected to be familiar with these references. Upon request, the University will use its best efforts to furnish information about where to obtain copies of such references.

Job Order: Refers to the obligation documents under a Job Order Contract. Each individual project to be accomplished under the Contract shall be through the issuance of a Job Order. The University shall be responsible for the creation of the Job Order, as well as, the supervision and acceptance of the Job Order Proposal and, if acceptable, shall issue a Job Order for the Work described therein. Each Job Order shall include a work plan, a line item proposal, a detailed narrative scope of work, construction performance schedule, description of HUB compliance and any special conditions that might apply to that specific Job Order.

Job Order Amount: The total amount to be paid to the Contractor for a Job Order Project. Job Order Change Order(s) may amend the original Job Order amount.

Job Order Change Order: A change order executed to the Contractor, modifying a particular Job Order.

Job Order Change Order Request (COR): A document issued by the University, which requests a proposal for Work that would alter the conditions of the original Job Order. A Job Order Change Order typically follows this request.

Job Order Completion: The date which all of the following events have occurred with respect to a Job Order: the University has determined that all Job Order Punch List Work and any other remaining work has been completed in accordance with the Job Order; final inspections have been completed; operations systems and equipment testing have been completed; any Certificate for Beneficial Occupancy/Substantial Completion, if required, have been issued; all deliverables have been provided to all contractual requirements for final payment to be completed.

Job Order Completion Date: The date when all associated items of Work are to be entirely completed.

Job Order Contract (JOC): A competitively sealed proposal, indefinite quantity contract for accomplishing construction, alterations, repair work, modernization, rehabilitation, landscaping and other tasks for which Unit Prices have been established. Work shall be accomplished through the issuance of individual Job Orders against the Job Order Contract. Each Job Order issued under the Job Order Contract shall be a firm fixed priced order for accomplishing a specific construction, maintenance, or other task or project.

Job Order Pre-Final Punch/Walk: An informal activity, similar in nature to developing the final punch list, typically performed between the University's Designated Representative (UDR) and the Contractor's personnel in order to prevent an excessive number of Work items being included on the Punch List. If Pre-Final Punch is performed well enough, it can eliminate any Work items from needing to be placed on the Punch List. (Contractor shall consider this as part of their Quality Control Program.)

Job Order Price Proposal: The line item proposal prepared by the Contractor through usage of the Unit Price Book (UPB) and/or its associated software (see UPB definition) for completion of a Project Scope of Work.

Job Order Project: The Work to be completed by the Contractor under a Job Order.

Job Order Proposal: Refers to the documents prepared by the Contractor including but not limited to: a work plan, construction performance schedule, narrative statement of work, line item proposal prepared from UPB, HUB Information, drawings/sketches/photographs, or other such documentation as required for a specific Job Order.

Job Order (Final) Punch List: A compilation of Work items, noted and assembled to one list, which have not been completed in accordance with an individual Job Order, per plans, specifications or other associated documentation.

Job Order (Final) Punch List Work: Minor adjustments, repairs or deficiencies in the Work on a Job Order. Whether an item is Job Order Punch List Work shall be determined by University inspection personnel.

Job Order Scope of Work: See Scope of Work.

Job Order (Performance) Time: The time during which a Job Order Project shall be completed. Job Order Time, except as modified by a Job Order Change Order, begins on the date Work is to begin on a Job Order Project according to the terms of the Job Order and ends on the date Work is to be completed on a Job Order Project according to the terms of the Job Order.

Letter of Transmittal: A cover letter that the Contractor shall submit to the University with the delivery of all non-electronic media. This includes all shop drawings, specifications, prints, product submittals, diskettes with electronic files and attachments that are delivered to the University. The Letter of Transmittal shall include but is not limited to: Date, Contract Number, Job Order Number, Capital Project Number and/or Work Order Number, the three (3) letter building designation, and Project Description. The Letter of Transmittal shall be signed and/or stamped as "Received and Dated" by the Contractor or an agent thereof.

Line Item (Unit Price): The price published in the Unit Price Book (UPB) for a specific task, with consideration to material, equipment, and labor; inclusive of all associated accessories. Information provided is specific to the task and offers a reasonable definition of performance (production) time to complete that task. A series of these tasks shall constitute a line item

proposal when multiplied by the appropriate city cost index and coefficient, which is one of the requirements for a Job Order proposal.

Non-Prepriced Items (NPPI): A necessary part of a job or project ordered under a specific Job Order Contract that is not susceptible to unit pricing (prepriced line items) in the Unit Price Book (UPB). Justification for usage of a NPPI cannot be based on profitability of a prepriced line item. Validation of a NPPI shall occur by competitive pricing. The Coefficient applied to a prepriced item shall be applied to a NPPI, but no City Cost Index shall be used. (NPPIs are considered at market rate.)

Not-To-Exceed (NTE): A term used to define the upper limit of cost to a price proposal, prepared for a Job Order, Change Order and/or Field Order. Exceeding beyond the cost of a NTE, will be the cost of the Contractor, especially if not previously agreed to by the University or no condition exist for issuance of a Job Order Change Order.

Plans (ref. Joint Scope): The Scope of Work, task descriptions in Unit Price Book, drawings, sketches, illustrations, specifications or other pertinent information included on or attached to the Job Order.

Product Data: Illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, diagrams, and other information as stated or presented by a specific Manufacturer. This information is to be furnished by the Contractor to illustrate a material, product or system for some portion of the Work and submitted to the UDR.

Project: The complete undertaking by Contractor to provide the goods and/or services required by the Contract and/or Job Order.

Proposer/Respondent: The individual, partnership, corporation, or other entity responding to this solicitation.

Request for Proposal: The specific request of the University to the Contractor as stated in a Job Order Request for Proposal to perform a Job Order Project.

Samples: Physical examples, which illustrate materials, equipment or workmanship and establishes standards and measures by which Work will be accepted. The term "Samples" includes materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by determining whether the kind, quality, construction, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristic. The various parts of Work shall be in accordance with the approved Samples.

Scope (or Statement) of Work: A description of a project to be ordered under a Job Order Contract that contains sufficient detail to determine quantities, quality, as well as, the time for performance.

Shop Drawings: Drawings, diagrams, schedules and other documents specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The term "Shop Drawing" as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conform to the Contract requirements. Shop Drawings shall establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining Work.

Stakeholder(s): Any and all personnel associated with a project directly or indirectly pending circumstances and relationship to the project. Typically references third party interested, affected and/or displacement of other than project related personnel. This term recognizes the needs of the entire team and the requirements for proper communications.

Standard Specifications: Specifications developed and deployed by the Office of Facilities Management of the University of Texas at Arlington, which may be revised at any time during the duration of the Contract. Revision of these documents may be issued by change order to the Contract, at no cost to the University or alteration of a Contractor's coefficient.

Subcontractor: Any person or entity with whom the Contractor or any Subcontractor contracts to provide any part of the Work, including Subcontractors of any tier, suppliers and vendors, whether or not in primary agreement with the Contractor.

Superintendent (for each Job Order): The executive representative of the Contractor who is authorized to receive and fulfill instructions from and communicate with the UDR, and capable of facilitating the Work in an efficient manner.

Unit Price Book (UPB): A compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the UDR to be used in administration of this Contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Books for this Contract are **R. S. MEANS Facilities Construction Cost Data** and for the base period will be dated **2021** and is hereby incorporated by reference.

University: The University of Texas at Arlington.

University's Designated Representative (UDR): The individual appointed or assigned by the University to be its on-site representative for the duration of any Contract awarded from this solicitation, to exercise certain power on behalf of the University and to undertake certain contract administration activities as specifically outline by any Contract awarded through this solicitation. This term is specific to this solicitation and may be additionally referred to as the Owner's Designated Representative (ODR), per definition within the Bidding and Contract information section of this solicitation.

Work: The furnishing by the Contractor of all labor, materials, equipment, and other incidentals necessary to the successful completion of a Job Order Project as required by the Agreement and any Job Order, and the carrying out of all the duties and obligations under the Agreement or any Job Order by the Contractor and any or all subcontractor(s)/vendor(s)/supplier(s).

4.3 Entire Agreement

The Contract Documents are intended as the complete and exclusive statement of the agreement between the University and the Contractor and supersede all prior or contemporaneous agreements, negotiations, or oral representations relating to the subject matter herein.

The terms and conditions of any job orders, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties, subject to the provisions of the articles and sections contained within the Bidding and Contracting Information of this solicitation and any Contract awarded.

4.4 Time of Performance

Time is of the essence in the rendering of services under the Job Order Contract. The Contractor shall perform all obligations and render all services set forth in this Contract in accordance with the schedules herein, except as mutually agreed upon in writing between the University and the Contractor during the term of this Contract.

Normal Working Hours: All work required hereunder shall be performed during standard business hours, 7:00 a.m. to 6:00 p.m., Monday through Friday.

Other-than-Normal Working Hours: For this Work, Other-than-Normal Working Hours shall be considered any time worked in excess of eight hours each normal workday (6:00 p.m. to 7:00 a.m.), and all time worked on weekends or University observed holidays. Normally, the University must approve all Other-than-Normal Working Hours in writing in advance. In the event of an emergency, the UDR of the University may approve Other-than-Normal Working Hours verbally. However, verbal authorization shall be confirmed in writing within twenty-four (24) hours of any such emergency work. Without this explicit authorization, the University shall not recognize any Claim by the Contractor for Other-than-Normal Working Hours or premium pay.

4.5 Default

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within three (3) calendar days; and in the event that the Contractor fails to remedy such failure or default within the three (3) calendar day period, the University shall have the right to cancel the Contract and/or Job Order.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University: the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent. The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve the Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the University shall not limit any other right or remedy available to the University at law.

4.6 Termination

For Convenience, the Contract may be terminated, without penalty, by the University without cause, by giving thirty (30) days written notice of such termination to the Contractor.

In no event shall such termination by the University, as provided for under this Section, give rise to any liability on the part of the University including, but not limited to, any claims of the Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The University's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination.

4.7 Application for Payment (Progress Payments)

Prior to ten (10) days before the end of each calendar month during the term of this Contract, Contractor shall submit to the University an application for payment covering the services performed to that date, which application shall be accompanied by lien waivers and other forms, statements, invoices, and payroll reports that the University may reasonably require to support the amount requested.

The University shall, within thirty (30) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if the University approves such amount or any portion of such amount, it shall promptly pay to the Contractor the amount so approved, provided the Contractor is not in breach of or in default under this Contract. If the University disapproves any amount requested by the Contractor, the University shall give the Contractor specific reasons for its disapproval in writing.

The cumulative amounts of monthly progress payments as set forth in this Article (Progress Payment) shall not exceed the amount of the Contractor's total price, previously approved and accepted by the University, for the goods or services hereunder.

Ten (10) days after final completion of the goods or services and acceptance thereof by the University or as soon thereafter as practical, the Contractor shall submit a final request (Final Payment Request) which shall set forth all amounts due and remaining unpaid to the Contractor and upon approval thereof by the University, the University shall pay to the Contractor the amount due (Final Payment) under such Final Payment Request.

The University shall not be obligated to make any payment (whether a Progress or Final Payment) to the Contractor if any one or more of the following conditions precedent exist:

- A. Contractor is in breach or default; or
- B. Any part of such payment is attributable to goods or services which are not performed in accordance with this Contract, provided, however, such payment shall be for goods and services which are performed in accordance with this Contract, or the resultant purchase order or agreement; or
- C. Contractor has failed to make payments promptly to its Consultants, Subcontractors, Suppliers, or other third parties used in connection with the goods or services for which the University has made payment to the Contractor; or
- D. If the University, in its good faith judgment, determines that the portion of the compensation then remaining unpaid shall not be sufficient to complete the goods or services in accordance with this Contract, no additional payments shall be due the Contractor unless and until the Contractor, at its sole cost, performs a sufficient portion of the goods and services so that such portion of the compensation then remaining unpaid is determined by the University to be sufficient to complete the goods and services.

No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the goods or services to which such partial payment relates or relieve the Contractor of any of its obligations with respect thereto.

The Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of its obligations pursuant to this Contract.

The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Request for payment.

The University shall have the right to verify the details set forth in the Contractor's billings, certificates, and statements, either before or after payment thereof, by (1) inspecting the books and records of the Contractor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing the Contractor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action as determined by the University.

Invoices shall reference the University purchase order number and shall agree in every detail with the Contract. The University's payment terms are NET 30.

4.8 Contract Amendments

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the UDR for prior review and approval.

4.9 Independent Contractor Status

The Contractor shall recognize that it is engaged as an independent contractor and shall acknowledge that the University shall have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. The Contractor, in accordance with its status as an independent Contractor, agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, Social Security coverage, or retirement benefits. The Contractor shall agree to make its own arrangements for any such benefits as it may desire and shall be that it is responsible for all taxes required by applicable law.

4.10 Compliance with Law

The Contractor shall be aware of, fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all laws and regulations and executive orders as applicable.

4.11 University's Right to Audit

At any time during the term of this Contract and for a period of four (4) years thereafter, the University or a duly authorized audit representative of the University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the University reveals any errors/overpayments by the University, the Contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, shall deduct such amounts owing the University from any payments due the Contractor.

4.12 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, the Contractor shall allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between the Contractor and its Subcontractors or related organizations, including books, documents and records relating to same.

4.13 Title and Risk of Loss

For goods to be provided by the Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the University until the University actually receives, takes possession, and accepts the goods at the point or points of delivery on the Job Order site.

4.14 Acceptance of Products and Services

All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

4.15 Sales and Use Tax

The University, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes, pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Contractor may claim exemption from payment of applicable State taxes by complying with procedures prescribed by the State Comptroller of Public Accounts.

4.16 Insurance

If this Contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage's with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per Accident, Employee and Policy Limit
Commercial General Liability	\$1,000,000 per Occurrence (including contractual liability)
Personal & Advertising Injury	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 per Policy Limit
Product/Completed Ops	\$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined single unit Must cover all owned, non-owned, or hired automobiles

All policies (with the exception of Workers' Compensation and Employer's Liability) will be endorsed and name The University of Texas at Arlington, the Board of Regents of the University of Texas System ("Board") and their officers and employees as Additional Insured's for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance.

Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

All Policies will be endorsed to provide a Waiver of Subrogation in favor of The University of Texas at Arlington and the Board. No policy will be canceled until after thirty (30) days unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal to any insurance policy required from University. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Certificate Holder:

University of Texas at Arlington
Office of Facilities Management
Box 19228
Arlington, TX 76019

Place the following in the "Description of Operations..." section of the certificate:

"For the Project, Job Order Contracting Services under Contract FM2021-001, The University of Texas at Arlington, The Board of Regents of The University of Texas System ("Board"), and their officers and employees are named as additional insured on the above policies except Worker's Compensation. Waiver of Subrogation is provided in favor of certificate holder – The University of Texas at Arlington and the Board" as required by written contract between named insured and the certificate holder.

4.17 Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE UNIVERSITY, AND HOLD HARMLESS THE UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, IT'S AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE UNIVERSITY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REGENTS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISIONAL GOODS.

BY CONTRACTOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANY FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THE INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH THE UNIVERSITY OR ANY OF THE INDEMNITEES HAS BY LAW.

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNIVERSITY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE OF CONTRACTOR, OR BY UNIVERSITY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, UNIVERSITY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF UNIVERSITY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF ANY AGREEMENT OR PURCHASE ORDER FOR ANY REASON WHATSOEVER.

4.18 Force Majeure

If either the University or the Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unavoidable delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

4.19 Other Benefits

No benefits, payments, or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State of Texas.

4.20 Publicity

The Contractor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

4.21 Severability

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

4.22 Non-Waiver of Defaults

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a

waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

4.23 Assignment

The agreement with the Contractor is a personal service contract for the services of the Contractor, and the Contractor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the University.

4.24 Assignment of Overcharge Claims

The Contractor hereby assigns to the University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.25 Patent and Copyright

The Contractor shall pay for any royalties, license fees, copyrights, or trade and service marks required to perform the services required by this Contract.

4.26 Freedom of Access and Use of Facilities

The Contractor's employees shall have reasonable and free access to use only those facilities of the University that are necessary to perform services under this Contract and shall have no right of access to any other facilities of the University.

4.27 Observance of University Rules and Regulations

The Contractor agrees that at all times its employees shall observe and comply with all regulations of the facilities of the University, including but not limited to, non-smoking, parking and security regulations.

Persons employed by the Contractor in this Work shall, while on the job, maintain acceptable standards of both workmanship and comportment or, at the option of the University, be removed by the Contractor from the work site. The University reserves the right, on request, to review the qualifications of persons employed in this Work. **In no case shall the Contractor attempt to perform the Work with inexperienced or unskilled workers. Management Team on-site during work performance must consist of full time employees of contractor; temporary employees and subcontractor employees are not acceptable. The Contractor shall perform on the site, with its own employees, a minimum of work equivalent to thirty percent (30%) of the total amount of work under a Job Order for this Contract.**

4.28 Section Headings

Section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Solicitation.

4.29 Notices

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, and addressed as follows:

If to the Contractor: Mail to the Contractor's last known mailing address

If to the University: **The University of Texas at Arlington
Office of Facilities Management
Attention: Donald J. Lange
1225 West Mitchell Street, Suite 205
Box 19228
Arlington, Texas 76019**

4.30 Governing Law

This Contract, including, without limitation, this Solicitation and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

4.31 Delivery

This contract shall take, for the base period, from date of issuance until two (2) years have been completed, with two (2) option periods each of two (2) years.

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

In no event shall changes be permitted without the express prior written authorization of the University. Any such authorizations shall be in the form of a Contract/Job Order Change Order.

4.32 Miscellaneous Provisions

4.32.1 Language

For each work group that has employees that do not speak English, the Contractor shall provide a bilingual foreman who is fluent in the English language and in the language of the workers. **This bilingual foreman shall be present at all times while Work is in progress with employees not speaking English, and shall make his/her presence known to University personnel.**

4.32.2 Classification of Work Performed By Contractor

Unless the Proposer has submitted such description with its offer, the successful Proposer shall furnish the UDR within seven (7) days after Contract award, a description of the work which it intends to perform with its own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof. **The Contractor shall perform on the site, with its own employees, a minimum of work equivalent to thirty percent (30%) of the total amount of work under a Job Order for this Contract. (Only five percent (5%) of the thirty percent (30%) shall be allowed to be counted by Administrative and/or Supervisor staff performance.)**

4.32.3 Work by The University

The University reserves the right to undertake performance by the University forces or other Contractors, the same type or similar work as contracted for herein, as the University deems necessary or desirable, and doing so shall not breach or otherwise violate this contract.

4.32.4 Non-Prepriced Item (NPPI) of Work

Non-prepriced items of work (line items tasks) not in the Unit Price Book (UPB) shall be supported by a minimum of two (2) vendor quotes, but three (3) are preferred, and shall be submitted by the Contractor for each item. Non-prepriced items shall be proposed in bare costs only (material, equipment, and labor) and multiplied by the Contractors Coefficient for normal working hours. **Non-prepriced items shall not be accepted without the minimum two (2) vendor quotes with cost breakdown for each item. No more than twenty five percent (25%) of the entire Job Order shall be for any non-prepriced work.**

Items of work not covered by the UPB, but within its scope and general intent, may be negotiated with the UDR and then incorporated into the UPB by modification (Change Order) to the Contract. These items of work shall be considered and treated as prepriced work as of the effective date of the contract modification.

4.32.5 Ordering Procedures

- A. As the need exists for performance under the terms of this contract, the UDR shall notify the Contractor, in writing, of any existing requirement(s).
- B. Upon receipt of such notification, the Contractor shall respond to the needs of the University within one (1) working day by visiting the proposed work site in the company of the UDR and other project representatives.

Per "Job Order Limitations," if the Contractor does not wish to provide the services identified at the site visit, the Contractor must submit an explanation of non-intent, in writing, within twenty-four (24) hours after the site visit. Explanation of non-intent shall be acceptable to the University. Inability of Contractor to make a profit on certain unit price items or due to distances involved are examples which are not acceptable reasons for non-intent. The University may issue individual Job Orders to the Contractor if it deems the reasons for non-intent are unacceptable. The Contractor may, of its own discretion, submit a claim to the UDR for final decision, but shall be required to proceed diligently and expeditiously with the requirements of the Job Order.

- C. Upon establishment of the scope of the individual requirement, the Contractor shall then be requested in writing by the UDR to prepare a proposal for accomplishment of the work.
 - (1) The Unit Price Book (UPB) shall serve as the basis for establishing the value of the work to be performed on a unit price basis;
 - (2) Non-prepriced item(s) of work to be included in an individual requirement shall be proposed by the Contractor using the defined proposal format specified in this solicitation;
 - (3) The Contractor's proposal shall be supported by necessary documentation to demonstrate adequate engineering and planning to accomplish the requirement.
 - (4) Time for submittal of the Contractor's proposal for individual requirements shall be as agreed upon by the University and the Contractor for unusually difficult projects.
- D. The Contractor's proposals shall be provided in hard copy (two copies each).

- (1) Upon receipt of the Contractor's proposal, the University will review proposal for completeness. The University shall negotiate with the Contractor on all non-prepriced items, performance times, method of work performance, materials chosen, and quantities.
- (2) The University may assess the appropriate liquidated damages per Job Order.
- (3) Job Order(s) shall then be issued.
- (4) It shall be realized by the Contractor that unforeseen circumstances may prohibit the University from issuing an individual Job Order even after the receipt of the Contractor's Job Order Proposal or after the Job Order has been negotiated. If such circumstances arise, the University shall not reimburse the Contractor for any costs incurred in the preparation of the Job Order Proposal.

4.32.6 Commencement of Mobilization / Work (per Contract)

The Contractor shall commence any mobilization and familiarization activities prior to actual work on any Job Orders as soon after contract award as practicable. However, within thirty (30) calendar days after contract award, the Contractor shall be fully operational and capable of immediately starting work on any required Job Order.

WITHIN SEVEN (7) CALENDAR DAYS UPON NOTIFICATION OF AWARD OF CONTRACT THE CONTRACTOR SHALL:

- a. Submit Bonding to the Contract Administrator.

WITHIN FIVE (5) CALENDAR DAYS OF ACCEPTANCE OF INSURANCE THE CONTRACTOR SHALL:

- a. Meet with the UDR and other associated personnel to establish the agenda for the Pre-Work Conference.

WITHIN THIRTY (30) CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:

- a. Have all critical staff members on site.
- b. Be fully operational and capable of immediately starting work on any required Job Order(s).

4.32.7 Pre-Work Conference

1. Initial Conference. When determined appropriate by the University's Designated Representative (UDR), before the issuance of the first Job Order under the contract, a conference shall be conducted by the UDR to acquaint the Contractor with the University policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.
2. Individual Job Order Conferences, called Pre-Construction Conferences, shall be held on all Job Orders unless deemed not necessary by the UDR.

4.32.8 Deviation From Proposed List of Subcontractors

The Contractor shall update the list of its subcontractors monthly and submit the updated list to the UDR by the 10th day of each month. This list should contain all subcontractor deviations (increases/decreases) which vary from the original list of proposed subcontractors provided in the technical proposal.

4.32.9 University-Furnished Equipment / Materials (UFE/UFM)

The Contractor, with its own forces, shall transport all University-furnished equipment/materials, if any, required on a Job Order. The equipment/materials shall be transported from the University storage area to the work site indicated on the Job Order. All items shall be inventoried daily, through established check-in/out procedures. Installation of UFE/UFM shall be negotiated using the prepriced items under the column of Labor only or the non-prepriced items clause when prepriced line items are not available.

The Contractor shall assume the risk and responsibility for loss or damage to University-furnished property. The Contractor shall follow the instructions of the UDR regarding the disposition of all University-furnished property not consumed in performance of a job order.

4.32.10 Coordinating Work

Before commencement of work under any individual Job Order(s), the Contractor shall confer with the UDR and agree on a sequence of procedure; means of access to premises and building(s); space(s) for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.

Furniture and portable office equipment in the immediate area shall be moved or protected by the Contractor and replaced in original positions. Sensitive equipment and personal computers shall be moved by University forces as arranged by the UDR. If the work required by the Job Order(s) will not allow furniture and portable office equipment to be replaced to its original location, new locations shall be designated by the UDR for replacement by the Contractor.

Delivery of materials and equipment shall be made with a minimum of interference to University operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas, which shall be completed before work in other sections, or divisions are begun. The Contractor shall provide the UDR the daily work schedule, by 3:00 p.m. the workday before, listing the Job Order(s) to be worked that day and the trades involved.

4.32.11 Operation and Maintenance

Prior to final acceptance and payment of each job order, the Contractor shall submit three (3) copies of all operation and maintenance manuals to the UDR for plumbing, HVAC and associated control systems, electrical controls, etc. The Contractor shall conduct a training session for University personnel on the operation and maintenance procedures of all such systems. The Contractor shall provide three (3) complete maintenance and repair manuals for all equipment provided. The Contractor shall provide two (2) complete service literature catalogs for the equipment manufacturer's engineered machinery products.

4.32.12 Work Performance Site Maintenance

The Contractor shall store all supplies and equipment at a location designated by/coordinated with the UDR so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner. Vehicles shall not be parked on grassy areas.

4.32.13 Required Inspections

The Contractor shall inspect all facilities repaired or constructed under the Agreement and any Work Order to the extent necessary to assure that all required Work is accomplished as specified. The Contractor shall prepare and maintain inspection files, which shall reflect past and current inspection dates, results of all inspections made, corrections required, and corrections made. All such files should be made available to the University at its request at any time during normal working hours for inspection and photocopying.

4.32.14 Contractor Vehicles and Equipment

Except for large material deliveries or construction equipment, the Contractor shall be permitted to have only two (2) vehicles per job site on Campus. This vehicle will be used for routine transportation of all materials, tools and employees. Other vehicles may be parked per instruction by the UDR during the Pre-Work Conference. Traffic and parking violations are the responsibility of the offender.

4.32.15 Project Communications and Instructions

All communications regarding projects are to be directed only to the UDR. Instructions, directions, or information pertaining to the Project shall not be given to or accepted by the Contractor from any other University personnel. Requests for work performance will originate from the UDR. The Contractor agrees to respond to the University's request within twenty-four (24) hours.

As a minimum the Contractor's Superintendent(s) will be required to have a cellular telephone while work is in progress on Campus. The Contractor shall also maintain an office equipped with a voice telephone and e-mail. The Contractor shall provide the UDR with a listing of key personnel and cellular telephone and pager numbers before beginning any work under this Contract and immediately after any change in the listing.

Contractor Response Time: It is imperative that the Contractor has the capability of responding to the University twenty-four (24) hours a day, seven (7) days a week including University holidays in Accordance with the following time lines:

- Return Call: Within five (5) minutes of call.
- Emergency On-site Presence: Within one (1) hour of call.
- Non-Emergency Response and Site Visits: The Contractor shall respond to the Job Order Request for Proposal within twenty-four (24) hours and shall be available to meet at the Job Order Project site according to the time scheduled by the University.

4.32.16 Elevators

Approval of the UDR shall be obtained prior to any temporary use of an existing elevator and shall be by prior arrangement and subject to University controls. Such use shall be of an intermittent nature only. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator cab and machinery, the hatchway entrance, and the elevator interior walls, floor and ceiling, which meets the UDR's approval, during the period of use. Loads in excess of the rated capacity of the elevator shall not be permitted.

Existence of an elevator does not guarantee the Contractor usage during the performance period.

The University shall bear the cost of electrical current for the operation of the elevator. Upon completion of work, the Contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to its condition at the start of the Work.

4.32.17 Safety and Health

A. General

The Contractor shall submit a safety plan prior to starting any work. The Contractor shall provide and maintain work environments and procedures, and shall safeguard their employees, the public, and University personnel. Contractors shall comply with all provisions of the Occupational Safety and Health Act (OSHA), the Hazardous Communication Act (HCA), as well as all other Local, State, Federal and University of Texas safety requirements. ***The University of Texas at Arlington requires hard hats to be worn at ALL times.***

The Contractor shall provide its employees with required personal safety equipment, including but not limited to, the following:

- Respiratory equipment
- Eye and face protection
- Head and hearing protection
- Skin protection
- Foot and toe protection

Contractor shall also comply with all safety standards applicable to machinery, tools, ladders, scaffolds, etc. Failure to comply with safety requirements may result in termination of the contract.

B. Applicable Publications

The publications listed below form a part of this Solicitation to the extent referenced. The publications are referred to in the text by basic designation only.

- (1) Code of Federal Regulations (CFR): OSHA General Industry Safety and Health Standards (29 CFR 1910), OSHA Construction Industry Standards (29 CFR 1926). National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).
- (2) All Health and Safety issues associated to this Contract will be in consideration of Personal Protection Equipment (PPE) issues. **Lack of training, performance and/or enforcement could result in termination of Contract.**

C. Work Covered By This Section

This section is applicable to all work covered by this contract. Before issuance of Job Order(s) to the Contractor, necessary clearances/surveys (asbestos, lead-based paint, etc.) shall be completed and the results provided to the Contractor. Project-specific issues (such as asbestos, lead-based paint, PCB ballast, etc.) shall be addressed on individual Job Order(s) at the time of negotiation.

D. Definition of Hazardous Materials

Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Federal Std. 313. Those most

commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, radioactive material, lead, and lead based paint, but may include others.

E. Asbestos

- (1) THE CONTRACTOR IS HEREBY NOTIFIED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
- (2) The Contractor hereby notified that friable and/or non-friable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.
- (3) Care shall be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.1101 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
- (4) Friable asbestos-containing materials are not permitted by current criteria and shall not be used in work performed.
- (5) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material shall be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156), as applicable, shall be strictly adhered to.
- (6) The University shall identify the existence of asbestos in areas where work is to be performed under individual Job Order(s) prior to the issuance of the order. The Contractor shall report any findings or suspicion of asbestos to the UDR prior to initiating work or during the performance of work under a Job Order(s).

F. Lead-Based Paint

The University shall identify the existence of lead-based paint in areas where work is to be performed under individual job orders prior to the issuance of the order. The Contractor shall report any findings or suspicion of lead or lead-based paint to the Contract Administrator or authorized representative prior to initiating work or during the performance of work under a job order.

G. PCB Dielectrics

The University shall identify the existence of PCB-containing dielectrics in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor shall have material which it identifies or suspects as being contaminated with PCB dielectrics tested by an approved independent laboratory for verification at no additional cost to the University. However, the Contractor shall report any findings of PCB-contaminated dielectrics to the UDR prior to initiating work or during the performance of work under a Job Order(s).

4.32.18 Safety Assurance (Pre-Performance Safety Meeting)

Representatives of the Contractor shall meet with the UDR prior to the start of work activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.

This meeting may be held in conjunction with the Pre-Performance Conference, if so directed by the UDR. The conduct of this meeting shall not be contingent upon a general Pre-Performance meeting. The level of detail for the safety meeting shall be dependent upon the nature of the work and the potential inherent hazards. A Job Hazard Analysis, completed by the Contractor may be necessary to address potential hazards associated with the nature of the work and the University reserves the right to request this document on any or all work performed for the University. The Contractor's principal on-site representative(s), the general superintendent, and his/her safety representative(s) shall attend this meeting.

4.32.19 Contractor Staff

- A. The Contractor may be required to obtain registered professional services to respond to contract requirements.
- B. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervision techniques used in their work, and for keeping employees informed of all improvements, changes and methods of operations. Contractor's personnel shall be required to wear Company uniform and photographic identification badges.
- C. In addition, where removal is due solely to misconduct, safety, or security on the part of the employee, replacement will be at the Contractor's expense and not chargeable to the University. Contractor shall take appropriate personnel action, as required, in the event employees become involved with authorities as a result of misconduct.
- D. The University shall not exercise any supervision or control over Contractor's employees performing work under the contract. Such employees shall be accountable solely to the Contractor, not the University. Contractor, in turn, shall be accountable to the University for Contractor's employees.
- E. Contractor's Project Manager and/or Superintendent and other Contractor's representative(s) shall monitor the labor force and shall be OSHA certified.
- F. Contractor and Contractor's employees shall be subject to the same general rules of conduct as employees of the University while on any part of the University's property.

The University reserves the right to refuse access to any Contractor employee if the UDR or authorized representative determines it to be in the best interest of the University.

- G. A list of the Contractor's principal project staff shall be submitted on bid day. The staff shall be assigned and dedicated to the project and shall be satisfactory to the University. Badges, caps, and/or uniforms, which identify the Contractor and its employees, are required. The Contractor's Superintendent is responsible for supervision of Project Personnel and shall have the authority to speak for the Contractor in regards to the execution of the Contractor's Workforce. Any changes in principal project staff shall be reviewed and approved in advance by the University and must be accounted for in the hourly wage.

4.32.20 University-Furnished Utilities

The University shall furnish to the Contractor from existing University facilities and without cost to the Contractor, water and electrical power supply as set forth below. The Contractor shall be conservative in the use of these University-Furnished Utilities.

A. Water

- (1) The University shall furnish from existing University facilities and without costs to the Contractor, an adequate supply of water necessary for performance under this contract. The University shall in no case furnish or install any required supply connections and piping for the purpose of implementing the water supply. The Contractor shall determine the extent to which existing University water supply source is adequate for the needs of this contract.
- (2) All taps, connections, and accessory equipment required in making the water supply source available for job orders shall be accomplished in coordination with the UDR and determined to be at the expense of the Contractor or the University. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the UDR.

B. Electricity

- (1) The University shall furnish existing University facilities and without cost to the Contractor, all electrical power necessary for performance under this contract; provided, the University will in no case furnish or install any electrical facility or accessory for the purpose of implementing electrical power for the purpose of this contract. The Contractor shall determine the extent to which existing University electrical facilities are adequate for the needs of this contract.
- (2) All taps, connections, and accessory equipment required in making the electrical power available shall be accomplished in coordination with the UDR and determined to be at the expense of the Contractor or the University. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the UDR.

C. Telephone Services

Telephone service shall be the responsibility of the Contractor. Contractor shall maintain a telephone number and be responsive to calls within one (1) hour from University contacts.

D. Interruption of Utilities Service

All temporary outages of any utility services required for the performance of work shall be scheduled with the UDR no less than 72 hours in advance of such outages; the Contractor may request a waiver from this requirement from the UDR when the utility outage will be of a very limited nature (e.g., within a few rooms of a building). If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists or if such a disruption does occur, the Contractor shall notify the UDR at the earliest practical time and in no case later than two (2) hours following the occurrence.

E. Excavation and Utility Clearance

The Contractor shall obtain excavation and utility clearances, when required, to perform work under an individual job order. The Contractor shall request and obtain clearances, through the UDR not less than ten (10) calendar days prior to the date which he anticipates commencement of work. The Contractor shall not proceed with excavation of any kind until it has obtained such clearance and has in its possession:

- (a) Available drawing(s) showing all known utilities within the proposed work area(s).
- (b) Markings in the field have been accomplished for the work area affected.
- (c) Clearances shall be valid from the date of issuance to date of completion of job order.

4.32.21 University Automation Requirements

- A. The Contractor shall obtain, maintain, and operate an operational computer system which is compatible with the University's' systems and networks. Presently, the University's system is capable of integrating information Windows/PC platforms.
- B. The Contractor shall at its own expense obtain its own automation system consisting of at least one (1) compatible computer dedicated to this Contract. Ownership of this system shall remain with the Contractor. Each computer shall be fully capable of running Microsoft Windows 7 operating systems and such operating system shall be installed and **fully operational upon issuance of the Notice to Proceed for the initial Job Order issued under this Contract.**
- C. In addition to other software systems as specified by the UDR, the Contractor's systems shall be fully capable of running the following software applications and upgrades as they are implemented by the University, to provide interconnectivity with the University's system.

MICROSOFT PRODUCTS: (Minimum Requirement)

WORD 2016, EXCEL 2016, ACCESS 2016, MICROSOFT PROJECT 2016

AUTODESK PRODUCTS: (Minimum Requirement)

PlanGrid ("Nailgun" subscription minimum)

- D. University required estimating software shall be required of the Contractor for use, as a tool to assist with expedient preparation of cost proposals in response to University needs. This software will contain an electronic version (copy) of the Unit Price Book (UPB), which can be accessed on the equipment utilized by the Contractor to locate and select desired items from the UPB. Once the desired items are selected, the software shall provide for selection of quantities and, based on the selected

quantities, shall extend and total UPB costs for each proposal. The software shall also permit introduction of non-prepriced items and the application of the multiplier.

- E. The Contractor shall provide its own printer capability for both letter quality text and graphics with at least 300 dpi resolution or better. Capabilities shall support all required reports, forms and diagrams specified in this Contract or as specified by the UDR.
- F. Printed communications, which can be digitized or transferred by electronic mail or delivered throughout the Internet, shall be considered in an effort to reduce the usage of paper and improve the response times for this Contract.

4.32.22 Waste and Excess Quantities Included in the Completed-In-Place Performance Quantities

All prices in the Unit Price Book (UPB) shall be for complete-in-place work performance unless explicitly described otherwise. The unit prices shall include delivery of materials to the job site. Waste or excess material quantities shall be incidental costs, which shall be included within the Contractor's coefficient. Quantities used on individual Job Order proposals shall be taken from field measurements or design plans, as appropriate, with **NO** allowance for waste and/or incidental extra materials used in performance of work. Incidental nails, screws, weldments, and connectors shall be included in UPB's unit price items. Unless a connector or fastener is specifically stated as not being included, shall be included in the price.

4.32.23 Fire Prevention and Protection

The Contractor shall comply with all applicable fire prevention measures as set forth by the National Fire Protection Association (NFPA), International Fire Code, other recognized fire prevention agencies, and University regulations. Each project site shall be inspected as necessary to ensure understanding and compliance on the part of the Contractor with all applicable provisions of the University Regulations. Combustible trash shall not be destroyed by open fire at the work performance site but shall be removed from University property. Approved types of portable fire extinguishers shall be furnished and installed at each project site by the Contractor.

The Contractor shall be liable for any fire loss to University property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

4.32.24 Asbestos / Lead-Based Paint Abatement Insurance

If any asbestos/lead-based paint abatement/removal or any other work with asbestos/lead-based paint is required under this contract and Comprehensive General Insurance is required, the policy of insurance, which covers the asbestos/lead-based paint abatement/removal or other work with asbestos/lead-based paint, shall be a "per occurrence" policy as that term is used in the insurance industry. A policy issued on a "claim made" basis or any other "short tail" basis will not be accepted. The Comprehensive General Liability per occurrence policy shall be obtained by the Contractor if the asbestos/lead-based paint abatement/removal work is performed by the Contractor's own work force, or by an asbestos/lead-based paint abatement subcontractor, if the work is subcontracted. The Contractor shall insert in the subcontract a requirement for the asbestos/lead-based paint abatement subcontractor to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontract's proof of required insurance, and shall make such copy available to the UDR upon request.

4.32.25 Certificates Of Compliance (SUBMITTALS)

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in six (6) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement. In addition, approval of the submittals does not relieve the Contractor of the responsibility of providing and installing materials as required by the contract, specifications, and delivery order requirements.

4.32.26 Contractor Quality Control System

The inspection system required by the Contract Clause "Inspection of Work Performance" shall be in accordance with the following requirements: The Contractor shall provide and maintain an effective Quality Control Program or Contractor Inspection System, as required by the Contract Clause entitled "Inspection of Work Performance," which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractor shall perform or have performed the inspection and tests required to substantiate that all supplies and services conform to drawings, specifications, and contract requirements and shall also perform or have performed all inspection and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the University.

The system shall be implemented by the establishment of a Quality Control Organization separate from the Contractor's production or supervisory staff who shall report directly to the Contractor's top management. This organization shall consist of at least one full-time person with sole responsibility for providing continuous inspection of the work to insure compliance with the contract plans and specifications. Additional quality control personnel shall supplement this organization as the number of projects increase and/or the dollar value increases. One additional Quality Control person shall be added for each increment of fifteen (15) active Job Order(s) or for each \$1 million of Job Order(s), whichever comes first. The Quality Control Organization personnel shall be a part of the Contractor's staff and not a member of the staff of a subcontractor performing the work.

The University's Designated Representative (UDR) reserves the right to have replaced, any member of the Quality Control Staff who in the opinion of the UDR is not accomplishing the assigned duties. The Contractor's inspection system shall be documented, as specified herein, and shall be submitted to the UDR for review and approval prior to the start of work performance and throughout the life of the contract. The Contractor shall notify the University in writing of any proposed change to his inspection system and changes shall be subject to disapproval if they would, in the opinion of the UDR result in nonconformance with the contract requirements.

The UDR reserves the right to have replaced, any member of the Quality Control Staff who in the opinion of the UDR is not accomplishing their assigned duties. The Contractor's Inspection System shall be documented, as specified herein, and shall be submitted to the UDR for review and approval prior to the start of work performance and

throughout the life of the contract. The Contractor shall notify the University in writing of any proposed change to his Inspection System and changes shall be subject to disapproval if they would, in the opinion of the UDR result in nonconformance with the contract requirements.

4.32.27 Deviation from Proposed Management Personnel

The Contractor shall obtain prior written approval from the UDR prior to making any changes in its proposed management staff set forth in his Technical/Management Proposal.

4.32.28 Building Codes

All work shall be performed in compliance with the following National Standards and Codes, as applicable.

- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- International Building Code (IBC)
- International Mechanical Code (IMC)
- National Electrical Code (NEC)
- National Electrical Safety Code
- Life Safety Codes

These codes are supplemental to others listed herein.

4.32.29 University-Furnished Site

The Contractor shall be provided the use of a University area for lay-down of materials and/or equipment for individual job orders, exact location to be determined upon job order award as designated by the UDR. **Contractor will not be allowed to park service, personal or any other related vehicle within the Facilities Management Compound, unless in performance of Work during normal operating hours and/or by University authorization.** The University will provide, in a remote campus location, permit parking for the Contractor.

4.32.30 Salvageable and Repairable Materials

- A. Material classified by the UDR as salvageable shall remain the property of the University and shall be delivered per job order specific advisement.
- B. Material classified by the UDR as repairable shall be thoroughly cleaned and delivered per job order specific advisement.
- C. Materials not classified as salvageable or repairable by the UDR shall be removed from the site and disposed of off University property at no cost to the University.
- D. Prior to commencing, a joint inventory will be conducted by the Contractor and UDR to identify salvageable and repairable material. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the UDR from designating additional items in the above categories during the life of this contract.
- E. Item(s) declared salvageable will have no additional cost placed upon them beyond normal demolition cost. Contractor is to maintain these items in such a manner as to not disturb their ability to be reused.

4.32.31 Warranty Tags

Equipment Warranty Identification Tags – The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements outlined below:

- (a) General Requirements: The Contractor shall provide warranty identification tags on all Contractor and University furnished equipment that he has installed.
- (b) Tag Description and Installation: The tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.
- (c) The Contractor will complete all other tags.
- (d) Duplicate Information: If the manufacturer's name, model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.
- (e) Execution: The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in-service and warranty expiration dates on these tags.
- (f) Equipment Warranty Tag Replacement: Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one (1) year from the date of repair or replacement. Such activity shall include an update warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

4.32.32 Performance Schedules

For each Job Order the Contractor will be required to prepare and submit to the UDR a practicable construction performance schedule. The schedule must include activities for submittal approval, final clean up and inspection(s), correction of punchlist items and final payroll. This document shall be prepared and presented in Microsoft Project, within seven (7) calendar days from Notice-To-Proceed or the Pre-Construction Conference for a specific Job Order, whichever is performed first.

4.32.33 Noise Control

Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events. **This particularly is a concern during semester final exam periods and final exam study periods.** The Contractor

shall curtail all objectionable noise operations so as not to disturb classes and exams, etc.

4.32.34 Daily Field Report

The Contractor is to submit a Daily Field Report to the UDR, for each work order under construction. The daily Field Report is to be submitted to the UDR not later than the workday following the workday being reported. This report may be submitted electronically.

4.32.35 Site Cleanliness

Waste materials, trash and debris generated as a result of Work by the Contractor shall be removed daily from the work site by the Contractor. Abated asbestos/lead/mold containing materials will be suitably bagged or otherwise made ready for handling and turned over to the University for disposal. At the conclusion of the work, the Contractor shall leave the work site completely clean and free from all waste, tools, equipment and surplus materials.

4.32.36 Acceptability of Work

All work will be done to the University's specifications and approval, and may be inspected at any time by UDR. Contractor will be notified by the UDR of any work that the University deems to be unsatisfactory. Such unsatisfactory work may, at the University's option, be either:

- (a) Deducted from the value of the Contractor's invoice and completed by other means;
or
- (b) Reworked, repaired, or reconstructed by the Contractor, at no cost to the University and to the University's satisfaction.

4.32.37 Warranty

The Contractor shall warrant all work completed under this Contract to be free of defects in workmanship for a period of one year from the date of completion. Defects in workmanship shall at the Contractor's expense be promptly repaired to the University's satisfaction or replaced.

4.32.37 Undocumented Workers

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of

this Project in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

The contractor assumes all liability for any action, which may occur as the result of failing to secure an area. Additionally, the contractor assumes all expenses incurred as the result of the loss of a security access card or key. As the result of the loss of a master key, an entire building will have to be re-keyed, with the expense charged to the contractor.

Use of cigarettes, electronic cigarettes (e-cigarettes) smokeless cigarettes, chewing tobacco, or any product containing tobacco is not allowed in any location on the campus of The University of Texas at Arlington. Contractors shall abide by the no smoking policy while working inside of buildings, outside of buildings, and on the grounds of the University.

All employees of the contractor, while on the job site, shall maintain appropriate appearance. This shall include proper dress for the job (i.e. shirt and shoes to be worn at all times). This shall also include proper identification. A contractor's employee may be asked to show identification by the Owner's staff at any time.

All employees of the contractor shall maintain proper conduct in regard to personal actions and contact with students or staff members while on University property. This shall include limiting relations or interference with students or staff to circumstances required by the job. This shall also include no drug and/or alcohol use and no profane language. Any employee of the contractor engaging in improper conduct will be required to be permanently removed from the job site.

The contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.

(END OF SECTION 4)

SECTION 5 SPECIFICATIONS

5.1 General

In requesting Proposals from qualified and experienced firms for **INTERIOR RENOVATIONS AND GENERAL CONTRACTING SERVICES**, the University will be providing Standard Specifications, to assist in determining necessary project resources and development of an appropriate Quality Control Program by the Contractor (Proposer). These specifications are referred to as "U.T. Specifications" and are developed on behalf of the University's Office of Facilities Management. For the life of any Contract awarded from this solicitation, these specifications may be updated added and/or deleted in part or entirely, to any Contract by Change Order. ***No changes to the Contractor's Coefficient will be allowed when such changes occur.***

While the University self performs the development of Contract Documents, it also procures Architectural and Engineering Services via Professional Service Providers (PSP). The PSPs are tasked to use the Standard Specifications, but may opt to develop project specific Contract Documents. In situations where PSP Contract Documents differ from the Standard Specifications, the PSP's documents shall govern. When a specification is missing from the PSP's Contract Documents, Standard Specifications shall govern only the missing specification from a PSP's Contract Documents.

While the University shall endeavor to maintain the usage of Standard Specifications, certain projects shall be of a specialty nature and require specifications, which relate to project specific item(s). ***In using these specifications the Contractor's Coefficient will not be allowed any changes.***

(END OF SECTION 5)

SECTION 6

EXECUTION OF OFFER

for

JOB ORDER CONTRACTING (JOC) SERVICES

FOR

INTERIOR RENOVATIONS AND GENERAL CONTRACTING SERVICES

RFP and CONTRACT NO.: FM2021-001

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

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

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for proposal and is *not* a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP will *not* create a contract between University and Respondent; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
2. By signature hereon, Respondent offers and agrees to furnish to University the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
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 proposal.
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 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 a limited liability company 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 UTA's option, may result in cancellation of this Contract and any Transaction Confirmation pursuant to this Contract.
5. 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.

6. 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 RFP;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - c. 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;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by University, will maintain insurance as required by the Contract;
 - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that University will rely on such statements, information and representations in selecting the Successful Respondent. If selected by University as the Successful Respondent, Respondent will notify University immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
7. 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 agreements or other contractual arrangements, which may result from the submission of Respondent's proposal.
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 TAC Title 34, Part 1, Chapter 20.11.
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."

"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 qualifications only."
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 institution or any member of The University of Texas System Board of Regents, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to University entering into any contract with Respondent.

11. 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.
12. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
13. 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 proposal.
14. 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 proposal will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
15. By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this proposal.
16. A Proposal or application for a contract, grant or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the Proposal or application. ***This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposal with an ownership interest of at 25% is more than 30 days delinquent in paying child support.***

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number (required under Texas Family Code 231.006c):

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

17. By signature hereon, Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

18. By signature hereon, Proposer agrees to comply with Texas Government Code, title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.

19. By signature hereon, Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Proposal: _____
Date of Employment with Proposer: _____

20. By signature hereon, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Resident Proposal as defined in Texas Government Code 2155.444. In the case of a tie the award will be made in accordance with Texas Administrative Code Title 34 Rule §20.32 (68). Check below preference claimed under TAC Title 34:

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced or offered by a Texas bidders that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ 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
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value
- ☐ Commercial production company or advertising agency located in Texas

21. By signature hereon, Proposer confirms that any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of Chapter 2260 of the Texas Government Code.

22. By signature hereon, Proposer confirms that Proposer shall 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 Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract.

23. By signature hereon, Proposer agrees that information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
24. By signature hereon, Proposer agrees that any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
25. By signature hereon, Proposer agrees that any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTA shall issue written notice to Contractor and UTA may terminate the contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTA.
26. By signature hereon, Proposer understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds (Texas Government Code Section 2262.003). Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
27. By signature hereon, Proposer agrees to comply with all specifications, requirements, terms, and conditions set forth in this RFP and on any attachments hereto.
28. By signature hereon, Proposer certifies that, to the best knowledge of Proposer, all statements and information prepared and submitted to UTA in connection with this RFP are current, complete, and accurate.
29. By signature hereon, Proposer confirms that neither Proposer nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Proposer shall provide immediate written notification to UTA if, at any time prior to award, Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed if UTA enters into a contract with Proposer. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to UTA, UTA may reject Proposer's Proposal and terminate any resulting Contract for default by Proposer.
30. By signature hereon, Proposer acknowledges that UTA is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Proposer to work on site at UTA'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, Proposer shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the General

Services Administration (GSA) System for Award Management, to work on site at UTA's premises or facilities. Proposer shall perform a GSA 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 UTA's premises or facilities. Proposer acknowledges that UTA will require immediate removal of any employee, subcontractor or agent of Proposer assigned to work at UTA's premises or facilities if such employee, subcontractor or agent is found to be on the GSA's List of Excluded Individuals. The GSA's List of Excluded individuals may be accessed through the following Internet website: <https://www.sam.gov/portal/public/SAM/>.

31. By signature hereon, Proposer certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it 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) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of Equal Opportunity provisions of Federal Law. 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. Proposer further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity provisions of Federal Law, Proposer will retain such certifications for each one of its subcontractors in Proposer'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 Non-segregated 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 Opportunity provisions of Federal Law. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Proposer understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

32. By signature hereon, Proposer represents and warrants that is has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
33. By signature hereon, Proposer certifies it is a small business and/or a minority/female owned business as defined by the State of Texas or as indicated below. Check status below:
- ☐ 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
34. By signature hereon, bidder represents and warrants that it neither currently boycotts Israel nor will it boycott Israel at any time during the term of this agreement, Pursuant to Texas Government Code Chapter 2270.

35. By signature hereon, bidder represents and warrants that it neither currently does business nor will do business at any time during this contract with companies that do business with Iran, Sudan or foreign terrorist organizations, Pursuant to Texas Government Code Chapter 2252.152.
36. By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.
37. Pursuant to Sections 2252.201-2252.205 of the Government Code, Service Provider certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the project is produced in the United States.

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If Sole Owner: Respondent's SS No: _____

If a Corporation: Respondent's State of Incorporation: _____

Respondent's Charter No.: _____

Submitted and Certified By:

(Respondent's Name) (Authorized Signature)

(Date) (Printed Name/Title)

(Telephone Number) (Email Address)

(Street Address) (City, State, Zip Code)

(END OF SECTION 6)

SECTION 7
PRICING AND DELIVERY SCHEDULE
for
JOB ORDER CONTRACTING (JOC) SERVICES
FOR
INTERIOR RENOVATIONS AND GENERAL CONTRACTING SERVICES

RFP Number: FM2021-001

Date: _____

PROPOSAL submitted by

(Name of firm Proposing) _____

(Bidder Web Site Address) (if available) _____

(E-Mail Address) _____

(Street Address) _____

(City) _____ (State) _____ (Zip) _____

(Mailing Address) _____

(City) _____ (State) _____ (Zip) _____

(Telephone No.) _____ (Fax No.) _____

(Vendor Identification No. - VIN#) _____
(State or Federal Tax No.) _____

The University of Texas at Arlington
Office of Facilities Management
Attention: Viki Lewis
1225 West Mitchell Street, Suite 205
Arlington, Texas 76013

Dear Ms. Lewis:

Having carefully examined the UNIFORM GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, ADDITIONAL GENERAL CONDITIONS, SPECIAL CONDITIONS, the Plans and Specifications and addenda thereto, as prepared by and for Project Management & Construction Services, The University of Texas at Arlington, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the Contract Documents for the following sum:

COEFFICIENT BID (PRICING) SCHEDULE

7.1 Base Period (First; Two (2) Years)

7.1.1 Normal Working Hours: COEFFICIENT

Proposers shall perform all functions called out in any Job Order during normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times this coefficient factor:

7.1.2 Other Than Normal Working Hours:

Proposers shall perform all functions called out in any Job Order during other than normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times the coefficient factor:

7.2 1st Option Period (Second; Two (2) Years)

7.2.1 Normal Working Hours: COEFFICIENT

Proposers shall perform all functions called out in any Job Order during normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times this coefficient factor:

7.2.2 Other Than Normal Working Hours (7.2.1 and 7.2.2 Modifier):

Proposers shall perform all function called out in any Job Order during other than normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times this coefficient factor:

7.3 2nd Option Period (Third; Two (2) Years)

7.3.1 Normal Working Hours: COEFFICIENT

Proposers shall perform all functions called out in any Job Order during normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times this coefficient factor:

7.3.2 Other Than Normal Working Hours (7.3.1 and 7.3.2 Modifier):

Proposers shall perform all function called out in any Job Order during other than normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times this coefficient factor:

DELIVERY SCHEDULE

7.4

Preliminary Proposal Delivery (Base and Option Year(s))

Proposer shall perform all functions necessary to complete and present to the University, a preliminary proposal, inclusive of work plan, preliminary performance schedule, narrative statement of work (joint scope projects and/or for project clarifications), and the line items for the total project cost. ***All time periods shall be represented in calendar days.***

	<u>Project Cost Levels</u>	<u>University Expectation</u>	<u>Proposer's Commitment</u>
7.4.1	Under \$25,000	Five (5) days or less	_____
7.4.2	\$25,000 to \$100,000	Ten (10) days or less	_____
7.4.3	Over \$100,000	Fifteen (15) days or less	_____

ADDENDA

The respondent acknowledges the receipt of the following addenda:

Addendum No.1: Dated _____

Addendum No.2: Dated _____

Addendum No. 3 Dated _____

Addendum No. 4: Dated _____

In regard to the provisions for Contract Award, the University will not make a partial award under the terms of this solicitation.

The Proposer agrees to furnish any and/or all required performance and payment bonds.

ACCEPTANCE OF PROPOSAL OR AWARD OF CONTRACT:

By signing this proposal, the undersigned certifies as follows:

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

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

Respectfully submitted,

By _____
(Original Signature)

Typed or Printed Full Name and Title

(Seal: If Proposal by a Corporation)

**Full Name of President of Corporation or
Owner/Sole Proprietor of Non-Corporation**

Full Name of Corporate Secretary

Fill in the applicable information:

A Corporation, chartered in the State of _____, authorized to do business in the State of Texas.

A partnership, composed of _____, and _____

An individual, operating under the name of: _____

A Limited Liability Company, composed of _____, and _____

A Joint Venture, operating under the name of: _____

7.5 Not Used

7.6 Not Used

7.7. Coefficient Development for Base and Option Years

7.7.1. JOC solicitations and contracts shall contain provisions for making annual adjustments, beyond the base period, to the option year(s) prices. This shall be done by updating each consecutive option year coefficient per the pricing schedule, Items 7.1 through 7.3, per this section of the RFP, as provided by the successful Proposer for that respective option period as stated on the Proposers' Offer. **Annual economic adjustments will be performed by using the RS MEANS, Facilities Construction Cost Data City Cost Index (CCI) for the city of Fort Worth, Texas.**

7.7.2. The Proposer's coefficient factor must include, but not be limited to, the following: (***Line items within the Unit Price Book (UPB) which relate in full or part to these items are to be EXCLUDED from job order proposal(s), due to inclusion within a Proposer's coefficient.***) Cost not associated to the line items must be included in the Contractor's coefficient.

7.7.2.1. Overhead – Corporate office expenditures, site office establishment, equipping, office supplies and staffing. Daily cost of doing business, as associated to the life of Contract, inclusive of any and all similar items associated to subcontractor(s)/vendor(s)/supplier(s). While line items may or may not have subcontractor(s)/vendor(s)/supplier(s) markups included in their cost the Contractor's coefficient will consider them as included.

7.7.2.2. Profit (prime and subcontractors) – The applicable amount associated to this coefficient, as "mark-up" for all components related to the Contractor and the subcontractor(s)/vendor(s)/supplier(s), per each Job Order.

7.7.2.3. Insurance – All associated insurance for doing business within the State of Texas, Builder's Risk, and indemnification, exclusive of cost associated to performance and payment bonds.

7.7.2.4. Costs of performance and payment bonds - *excluded* from the Proposer's coefficient. Payment bond will be required for all projects above \$25,000. Payment and performance bonds will be required on all projects above \$100,000.

7.7.2.5. Compliance with environmental laws, protection and safety – Corporate and site office staff training, development of procedures/protocol/processes associated to the protection of the office, Work, associated areas effected by the Work and final disposition of all items removed from the University, exclusive of Job Order specific site conditions which would require barriers for prevention of incidents (i.e., storm water prevention, oil and hazardous material prevention).

7.7.2.6. Tax Laws – The University will provide the Contractor a tax exemption certificate, for sales tax exemption for materials related to Work. Taxes associated to rental equipment will be considered as included within the coefficient. Any and all changes to tax laws, City, County, State, and Federal will be considered as included for the duration of the base period and each option year. No adjustments, beyond what is presented by the Contractor on

the day of submission will be allowed at any time, especially not during the start of any option periods.

- 7.7.2.7. Protection and/or moving of University property** – Security of the project site will become the sole responsibility of the Contractor from Notice-To-Proceed until Beneficial Occupancy. Any and all items left within a Work area, and the surrounding areas, will be within the Contractor's responsibility to maintain within their existing or better condition. The University, prior to the Pre-Construction Meeting for all Job Orders, will perform a photographic inventory. Contractor must provide adequate protection of work in place and on-site during construction until project completion. Moving is defined as incidental, within a building, on the same floor, to rooms, or hallways with prior Fire Marshall approval, near or adjacent to the Work area. Contractor is expected to provide protection (dust, damage, etc.) and return the furniture upon project completion. Furniture (chairs, desks, file cabinets, shelves, etc.) is defined as NOT attached, fastened or part of the structure (walls, floor, ceiling, columns, etc.). Systems or landscape furniture is not considered under this provision and will require specific attention per each Job Order.
- 7.7.2.8. Administrative Work** – Cost associated with day-to-day operations at both Corporate and job site offices, in order to maintain all relevant project information and the administering of support services to all Contractor associated personnel.
- 7.7.2.9. Architectural and Engineering Services (preparation of As-Builts)** - The Contractor is expected to have these services to meet the needs of projects that fall below the minimum requirements for architecture and engineering, as determined by State of Texas law. The minimum of all requirements of projects containing engineering is \$8,000 or less for the completed project or a total project cost of \$20,000 or less for projects that do not involve engineering. As for As-Built drawings, they will be expected to be present in electronic media for ALL projects, and be compatible with AutoCAD 2018.
- 7.7.2.10. Submittals and Samples** – As defined per each Job Order and its associated specifications, with no cost to the University. Magnitude of project will NOT be of consideration. This includes shop drawings, mock-ups, the entire variety of samples and ALL significant and appropriate manufacturer's information as associated to materials and equipment being placed within any and all projects related to the University, and defined by specifications. (Recommendation: Contractor maintains a library of approved standard submittals.)
- 7.7.2.11. Proposal and Price Preparation (Quotations)** – All activities associated to the preparation of preliminary to final proposals, inclusive of Work scope development, prior to issuance of the Job Order will be considered as included within the Contractor's coefficient.
- 7.7.2.12. Contractor adjustments to the University's Line Items (Unit Prices)** – The only adjustments allowed are as stated within Section 7.1 to 7.3. See Section 7.7 for line item clarifications.
- 7.7.2.13. Clean Up (Daily and Final)** – Each and every Job Order construction site will be given a daily cleaning, no later than prior to close of work on every day work is performed. Each Work site will be maintained in a safe and clean manner as the workday progresses in order to maintain a safe work

environment. Final clean up will be professional in appearance and only requiring the University to place institutional finishes to surfaces. The Contractor will be solely responsible for this action, no matter, whether or not this work item has been contracted or delegated to subcontractor(s) / vendor(s) / supplier(s).

- 7.7.2.14. All waste, shrink/swell, and excess materials** – Defined as losses during installation of specific materials (i.e., flooring, lumber, site work, etc.). When working with any and all associated materials, NO additional percentages or allowances will be granted in development of proposals and price quotations.
- 7.7.2.15. Permits, licenses, and fees** – Work performed on The University's Main and Fort Worth Campuses typically requires no permits, license, or fees. Work requiring such items, will depend on the Contractor for acquisition of these items at cost multiplied by the appropriate coefficient.
- 7.7.2.16. Mobilization for any and all divisions, total contract and each Job Order** – Mobilization and de-mobilization as associated to Contract and Job Order start up and close out will be considered as included within the coefficient. Any and all line items within the Unit Price Book in name or reference to mobilization and de-mobilization will not be allowed to be included in any proposals.
- 7.7.2.17. Shipping and delivery cost (normal and expedited)** – All cost associated to this category will be considered as included within the coefficient, unless the Work is affected by delay on behalf of the University or by the University's request.
- 7.7.2.18. Close-out (process and documents), training, and warranty tags** - This will include all actions associated to commissioning of a project site, inclusive but not limited to: preparation of operation and maintenance manuals, training of appropriate Physical Plant personnel per specific installation, identification of infrastructure items installed by the Contractor and placement of warranty tags on equipment. Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.19. Signs and barriers** – All project sites will be identified for the appropriate hazards, by using OSHA/International Symbol signage. Barriers include: railing, caution tape, ropes/cables, cones, minor barriers and any other additional markings for the project site. Staging areas outside of the buildings will require to be barricaded by chain link fence, to contain vehicles, dumpsters, materials and equipment, which will be considered as part of the Contractor's coefficient. Dust partitions requiring more than plastic and tape will be considered for line item development, but only with the consideration and approval of the University per each Job Order.
- 7.7.2.20. Project management and supervision** – **Contractor is expected to have a dedicated presence on-site in managing and supervising all Job Orders.** Persons supervising work will have no greater work load than ten (10) Job Orders per person or no greater than one million dollars in value. Management is defined as on-site personnel, coordinating all efforts (i.e., meeting attendance, subcontractor management, etc,) other than supervision of the project and may require more than one person. Specific Job Order(s) may require dedicated personnel, per request of the University, at no additional

cost to the University. All scenarios associated to this category will be considered as included in the coefficient.

- 7.7.2.21. Quality Control and Testing** – Contractor is expected to have a pro-active quality control program, which minimizes the University's need for extensive construction inspection workforce. Routine testing and its associated cost will be considered as part of any associated line item and included (i.e., balancing of heating, ventilation and air conditioning systems, soaping of joints, hydrostatic testing, compaction testing for backfill, etc.). The University will identify specific Job Order needs which may require a certified, third party engineering/testing report. Existing materials, as identified by specification or by the University, will be covered at the University expense, per prior approval.
- 7.7.2.22. Parking (Jobsite and Compound)** – Project site parking will be limited at best and must be used efficiently or returned to the University. Typical project parking and staging area is two (2) vehicles and a dumpster. The Contractor is requested to find alternative methods for getting workforces to project sites. (i.e., busing from a distant parking area, golf carts, etc.) All parking tickets will be the responsibility of the Contractor, regardless of the situation. All Parking and Transportation Services rules will be followed to the letter of the law. Parking on campus is considered a privilege and availability scarce. Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.23. Safety Program and Personal Protective Equipment (PPE)** – Contractor is expected to have a pro-active safety program, which is maintained on a weekly level and enforced daily. The program will incorporate training and implementation of all the Contractor's staff, and effective implementation to all subcontractor(s)/vendor(s)/ supplier(s). Hard hats will be considered mandatory for ALL personnel, while other PPE will be required per project specific activity. Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.24. Office management equipment** – Contractor is expected to maintain equipment needed in managing office production and coordinating field operations (i.e., computers, copier, radios/cellular phones, etc.). Contractor will not be allowed to use any University equipment without prior approval. This category includes associated office supplies and accessories. Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.25. Interest associated with funding of equipment and payroll** - Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.26. Employee payroll taxes, insurance and fringe benefits** - All payroll taxes and mandated by law payments associated to labor and the individual worker, but not limited to, Worker's Compensation and Unemployment Insurance, Social Security, Medicare, and employee benefits.
- 7.7.2.27. Risk of lower than expected contract dollar volume** – The anticipated maximum dollar value of this contract is merely an estimate, based on historical information on previous projects. The Contractor is only given this information for estimating purposes. Only the guaranteed minimum dollar

amount will be assured in volume of project(s). Costs associated to this category are considered as included within the Contractor's coefficient.

- 7.7.2.28. Risk of high inflation costs if coefficients are bid for future years (option years)** – This is associated to all components, which comprise a line item price within any given year of a Unit Price Book (i.e., labor, material, equipment and all related/associated accessories). Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.29. Risk of poor subcontractor performance and re-performance** - This is inclusive of loss of, and differences in productivity, corrective actions associated too, and Contractor imposed overtimes, inclusive of weekend and holiday work. Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.30. Other risks of doing business – Consideration, to be included but not limited to: project size, location and complexity, adverse conditions, all types of weather conditions, building material shortages, University imposed delays, restrictions or security measures, site accessibility, etc.** Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.31. Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)** - Costs associated to this category are considered as included within the Contractor's coefficient.
- 7.7.2.32.** The Proposer should consider the cost of final clean-up and removal and hauling of trash, debris and rubbish in their coefficient. The University will not pay nor accept line items for final clean-up or rubbish hauling, etc., on job orders, unless it is explicitly excluded by the line items in the Unit Price Book (UPB).

7.8. Line Item Clarification

- 7.8.1.** The line items stated in the Unit Price Book (UPB) include labor, materials and equipment for a complete and in place installation associated to a specific construction project. The contractor shall assume all risk for labor, material and equipment rate increases after award of a contract.
- 7.8.2.** Division One line items of the UPB are NOT to be used by the Contractor without the expressed permission of the University.
- 7.8.3.** Line Items with the unit price designation of "Job", "Per Job" or any other unit measurement which expresses the word "Job" will not be used on any projects above twenty-five thousand dollars (\$25,000.00)
- 7.8.4.** While the Contractor may find differences with the UPB, in comparison to local market cost, it is the sole responsibility of the Contractor to verify ALL items within the UPB and make the appropriate adjustment per the Contractor's coefficient. At no time during the base year and/or option year(s) will increase adjustments be allowed to line items and/or the Contractor's Coefficient.
- 7.8.5.** Working distances are standardized, and considered as included with the Contractor's Coefficient: Up to fifteen (15) feet above finished floor, material handling for one hundred

fifty (150) feet in distance, inclusive of demolition debris, and within three (3) stories of a building.

- 7.8.6. Ladder, scaffolding, and other similar equipment will be consider at cost of the Contractor and included within consideration of the Contractor's Coefficient, any work below the height of fifteen (15) feet above any particular work surface.
- 7.8.7. Square level and plumb, are the sole responsibility of the Contractor, measuring, layout and/or staking out in conjunction with drawing specifications and joint scope will be considered include within the Contractor's coefficient.
- 7.8.8. Activities associated to Labor, within the line items: manual loading, unloading, and storing of materials to vehicle and job site, tools of the trade, moving and storage of tools, material and equipment handling up to three (3) stories of a building, and to fifteen (15) feet above finished floor height and up to one hundred fifty (150) feet of the project site, material delivery, layout, assembly, and measuring and items, which developed the Contractor's coefficient.
- 7.8.9. Items associated to Materials, within the line items: All materials will be sales tax exempt, inclusive of all related/associated accessories necessary for proper manufacturer or specification installation, submittals, sample and shop drawings, and delivery of material within one hundred fifty (150) feet of the project site.
- 7.8.10. Items associated to Equipment, within the line items: loading, unloading, storage, handling up to three (3) stories of a building, and to fifteen (15) feet above finished floor height and up to one hundred fifty (150) feet of the project site and installation into its final location.
- 7.8.11. Demolition line items do exist for each section of the UPB, but they are limited. Since the installation line items are more prevalent, they may be turned into demolition line items by removing all associated material and equipment and using only half of the labor cost. Unless a line item description state differently, demolition is the complete removal of a selected item, clean up of the area, loading and handling of demolished material into a dumpster, truck or trailer within one hundred fifty (150) feet of the project site. Smaller item(s) requiring removal during demolition that are attached to larger item(s) (i.e., toilet accessories to a toilet partition, insulation on ductwork, etc.) will be included in the larger items removal line item.
- 7.8.12. University requested salvaged material, will not cost any more than a demolition line item. Contractor will be held responsible for a salvaged items disposition, until it is turn over to the University.

7.9. Options Year(s) Extension

The University reserves the right to exercise options to extend the term of this contract as follows:

- 7.9.1. From the original two (2) year (base) period, followed by potentially two (2) individual but consecutive two (2) year periods.
- 7.9.2. This will result in a base two year period with two (2) option two (2) year periods for a total of six (6) years.
- 7.9.3. It should be noted that if the estimated maximum period or option period contract amount is reached before the completion of the base period, the University reserves the right to

exceed the estimated maximum base period and/or option period amount. However, the University reserves the right to *NOT* exceed the total contract anticipated amount.

- 7.9.4. Contractor has the right not to accept renewal of the base year and any option(s) years, but must notify the University in writing, *no less than ninety (90) calendars* before the completion of its existing Contract performance period.**

7.10. Adjustment to Unit Price for Option Years

Each option period beyond the initial base period will be modified by the coefficient provided by the Proposer, per the Proposers' coefficient per the respective option year. With each option year the subsequent RS MEANS, Facilities Cost Data manual will be used as that option years Unit Price Book (UPB). (Example: If the base period uses RS MEANS, Facilities Cost Data for 2021, then the First Option Period will use 2023.) By using the RS MEANS as the UPB, the City Cost index for Fort Worth, Texas, will be used as the economic adjustment for each period.

(END OF SECTION 7)

SECTION 8

PROPOSER QUESTIONNAIRE

Proposers are requested to submit a complete response to each of the below listed items per instruction in Section 3. Please reference each response by its item number indicated below. Proposals not submitted per instructions in Section 3 will be considered non-responsive. The following information will be submitted as the **Technical/Management Proposal**.

8.1 Company Profile

8.1.1 General Information

Legal Name of Company:

Address of office which would be providing service:

Years in Business:

Type of Operation:

Individual: _____ Partnership: _____ Corporation: _____

Number of Employees:

Annual Sales Volume:

- 8.1.2** State that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the University.
- 8.1.3** Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis) which indicates the financial stability of your company.
- 8.1.4** Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.1.5** Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the University.
- 8.1.6** 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.
- 8.1.7** Provide a customer reference list of no less than three (3) organizations with whom proposer currently has contracts with and/or has previously provided of equal type and scope within the past five (5) years. Reference list to include company name, contact person, and telephone number, project description, length of business relationship, and background of project (year of project, summary of work performed, etc.)

- 8.1.8** Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship between your company and any University employee? If yes, please explain.

8.2 Approach to Project

- 8.2.1** Provide a statement of the project approach, any unique benefits, and other considerations.

- 8.2.2** Provide an estimate of the earliest start date following execution of a contract.

8.3 General Requirements

- 8.3.1** What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?

8.4 Service Support

- 8.4.1** Describe your company's service support philosophy. How is it carried out, and how is success in keeping this philosophy measured?

8.5 Quality Assurance

- 8.5.1** Describe your company's quality assurance program, what is your company's requirements, and how are they measured?

8.6 Miscellaneous

- 8.6.1** Provide a list of any goods or services not specified in this RFP that your company will provide to University, e.g. project management software.

- 8.6.2** Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in University selecting your company.

- 8.6.3** Provide HUB status of proposer, including type of certification and willingness to become certified with Texas Procurement and Support Services (TPASS). Give TPASS Certification No. and expiration date, if possible.

8.7 Technical Approach

The technical approach should address the following items, being sure to include the nature of the requirement as understood by the proposer; recognition of critical areas of the requirement; and proposed methods of accomplishing the requirement.

8.7.1 Job Order Price Proposal Preparation Plan

Proposer shall demonstrate his/her approach to the management of job order price proposal preparation. Proposer shall show their procedures for soliciting proposals from subcontractors, in order to meet the contract requirements for competition (at least 2 price quotations from viable subcontractors) and timeliness of job order(s) proposal preparation.

8.7.2 The proposer's knowledge of current construction methodologies and technology.

8.7.3 Rapid Response

It is essential that the proposer demonstrate his/her ability to be able to respond rapidly in the areas of submitting a proposal/technical information, acting and reacting to events and responding and performing to requests and actual work performance, for individual job orders.

8.7.4 Workload Fluctuation

It is essential that the proposer demonstrate his/her ability to be able to respond rapidly in the periods of increased work. The proposer must identify how it will maintain its existing workload, and handle multiple projects with multiple trades for a sustained period of time without sacrificing any existing or future projects.

8.8 Management Approach

Proposer's management approach shall include a description of the company's organization.

8.8.1 Organization and Personnel Qualifications

Proposer shall furnish an organization chart depicting the management structure proposed for the RFP and any resulting contract. The management techniques and controls that shall be implemented to assure a rationale for subcontracting and the control of subcontractors shall also be provided. Proposer's organization shall show supervision and quality control during all phases of work. Proposer shall identify the principal program personnel to be dedicated to this contract, with their areas or responsibility and relationship with the management structure.

8.8.1.1 Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company.

8.8.2 Cost Control

Proposer shall show how costs shall be controlled to assure the University that excessive line items and falsified quantities shall not be extended to increase profit margins.

8.8.3 Corporate Experience & Support

Proposer shall demonstrate related corporate experience and support for unusual University requirements such as increased workload in a compressed time frame.

8.8.3.1 Experience, Past Performance and Capabilities of Proposed Subcontractors

Proposer shall show experience in various types of construction-related work and capability to do same or similar work.

8.8.3.2 Experience (the type and amount of work performed)

Proposer shall provide a list of the principle types of contract work he/she performed within the last five (5) years and area of self-performance specialty such as:

- 1) Environmental Services (i.e. labor for asbestos abatement). Must be licensed asbestos abatement contractor by Texas Department of State Health Services
- 2) Mechanical, Electrical, Plumbing, HVAC Services
- 3) Laboratory Renovations
- 4) General Contracting/Demolition
- 5) Technology (i.e. data line installations)

Submit information pertaining to activities and completed contracts, which you consider relevant to demonstrate your ability to perform the proposed contract effort. Explain what aspects of the contract are relevant to the proposal proposed by this solicitation. Limit data to two (2) pages per relevant contract and a maximum of twenty (20). Provide the information in the following format:

1. Company Name (if different from proposer's name)
2. Contract/Project Title (University and Commercial)
3. Project Manager (Engineer) name and description of responsibilities/authorities.
4. Contracting Agency
5. Contract Number
6. Brief Description of Effort (include percentage of work completed by your firm.)
7. Type of Contract
8. Period of Performance
9. Original Contract Dollar Value and Current Contract Dollar Value
10. Original Completion Date and Current Completion Date
11. Name, Address, and Telephone Number of contract administrator
12. Name of Bank
13. Name and Phone Number of Bank Point of Contact
14. Point of Contact and Phone Number of Three Different Suppliers.

8.8.3.3 Past Performance (quality of Proposer's work and how well Proposer performed)

Proposers shall provide information that indicates their ability to perform the proposed contract effort. Proposer shall provide information pertaining to no less than three (3) or not more than five (5) active/completed (within the last 5 years) Federal, State, and Local, and/ or private contracts performed by the Proposer that are similar in nature to the requirements in this RFP currently being evaluated - i.e., processing a wide variety (work performance and services) of multiple job orders simultaneously.

Submit information pertaining to activities and completed contracts which you consider relevant to demonstrate your ability to perform the proposed contract effort. Explain what aspects of the contract are relevant to the proposal proposed by this solicitation. Limit data to two pages per relevant contract and a maximum of twenty (20). Provide the information in the following format:

1. Company Name (if different from proposer's name)
2. Contract/Project Title (University and Commercial)
3. Project Manager (Engineer) name and description of responsibilities/authorities.

4. Contracting Agency
5. Contract Number
6. Brief Description of Effort (include percentage of work completed by your firm.)
7. Type of Contract
8. Period of Performance
9. Original Contract Dollar Value and Current Contract Dollar Value
10. Original Completion Date and Current Completion Date
11. Name, Address, and Telephone Number of contract administrator
12. Name of Bank
13. Name and Phone Number of Bank Point of Contact
14. Point of Contact and Phone Number of Three Different Suppliers.

8.8.3.4 Capability of Proposed Subcontractors

Proposers shall identify and describe the services of their proposed subcontractors making reference to the list of principle types of work in Section 5 and shall provide their rationale for selecting those subcontractors. A-E, Construction and Supply subcontractor's experience/credentials will be entered into and evaluated as part of this question. The Proposer is asked to identify subcontractors and include a commitment from each subcontractor that would undertake performance under any resultant contract.

(END OF SECTION 8)

SPECIAL CONDITIONS
for
JOB ORDER CONTRACTING (JOC) SERVICES
for
INTERIOR RENOVATIONS AND GENERAL CONSTRUCTION

These Special Conditions alter or expand upon matters covered in the State of Texas **Uniform General Conditions and the Supplementary General Conditions** as altered or expanded upon in the University of Texas at Arlington Office of Facilities Management, **Additional General Conditions**, as they specifically relate to this project, preserving the format of both those General Conditions, to the extent that enumerated articles, subparagraphs, etc. in both those General Conditions and Supplementary General Conditions not referenced in these Special Conditions shall continue in force, unaltered or unexpanded.

NOTE: These Special Conditions relate to a specific project and are peculiar to that project. They replace or modify the correspondingly numbered paragraphs of the Uniform General Conditions, Supplementary General Conditions, or Additional General Conditions. Newly added numbered paragraphs below are added to the Uniform General Conditions and Supplementary General Conditions and are a part of the Contract Documents.

ARTICLE 1. DEFINITIONS

- 1.8 *Contract* means ***all of the Contract Documents between the Owner and the Contractor, exclusive of documents identified by the Contractor and deemed as proprietary information, and protected by a Use or Disclosure clause.***
- 1.10 *Contract Documents* mean the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary General and Special Conditions), the Drawings, the Specifications, the Bidding Documents, Advertisement, Invitation and Instruction to Bidders ***or Proposer***, Contractor's Proposal, Contract Award and all Addenda issued prior to and any ***Job Orders and associated Job Order Documents (i.e. Request for Proposals, Statement of Work, Preliminary and Final Proposals, etc.)*** and Change Orders issued after execution of the Contract.
- 1.11 *Contract Sum* means ***the cumulative total of all Job Orders associated to the Contract, and considers the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted by Job Orders and any and all associated Change Order(s).***
- 1.11.1 *Job Order Sum* means the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted ***by Job Order and their associated Change Order(s).***
- 1.12 *Contract Time* means the period between ***Notice to Proceed*** Date of Commencement and the date scheduled for substantial completion in the Contract/***Job Order(s)*** Documents, as may be amended by Change Order. ***Unless otherwise specified in writing contractor shall achieve final completion within thirty (30) days of substantial completion.***
- 1.13 *Contractor* means the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Contract with the Owner. ***The term Contractor refers to the primary Job Order Contracting Services provider, as contracted. Any other associated contractors will be considered Subcontractors, Suppliers or Vendor to the primary provider.***

- 1.20 *Final Completion* means the date established by the **Owner in writing, or** Architect/Engineer in a certificate when the Contract is fully performed according to the Contract/Job Order Documents and is acceptable to Owner. ***Unless otherwise specified in writing contractor shall achieve final completion within thirty (30) days of substantial completion.***
- 1.26 *Owner's Designated Representative (ODR)* means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Contract. ***On University of Texas at Arlington projects, the ODR is also referred to as the Project Manager - Construction (PMC) and/or Contract Construction Manager (CCM).***
- 1.28 *Project* means the Work as described by the Contract/Job Order(s) Documents.
- 1.39 *Subcontractor* means a person or organization who, as an independent contractor, contracts directly or indirectly with Contractor to perform part or all of the Contract between the Owner and the Contractor. The term does not include the Architect/Engineer ***or any other associated Owner personnel.***
- 1.41 *Substantial Completion* means the date ***jointly*** certified by the **Contractor, Owner, and Architect/Engineer** when the Work or a designated portion thereof, is so sufficiently complete, in accordance with the Contract/Job Order(s) Documents, as to be ***functionally*** fully operational in all its components and fit for the use for which it is intended. *Substantial Completion Inspection* means an inspection conducted to determine that a project, or a portion thereof, is substantially complete as defined herein, and usable for its intended purposes. The Substantial Completion Inspection results in a Punchlist. *Final Inspection* means an inspection conducted to determine deficiencies ***needing to be*** listed on the punchlist ***and*** subsequently ***shall be*** corrected and that, depending on the outcome of the Final Inspection, it may be appropriate to release retainage and/or make final payment.

ARTICLE 2. LAWS GOVERNING CONSTRUCTION

2.2 Wage Rates

- 2.2.2 **Prevailing Wage Guidelines.** Pursuant to Article II, Paragraph 2.2.2, of the Uniform General Conditions/Supplementary General Conditions, the **Contractor is responsible for compliance with the prevailing wage law in accordance with the U.T. System Prevailing Wage Guidelines. See Exhibit "A" dated May 27, 2016, following the Information to Proposers of this Specification.**

ARTICLE 3. GENERAL RESPONSIBILITIES OF OWNER AND CONTRACTOR

3.1 Owner's General Responsibilities

- 3.1.1 **Pre-Work Conference.** Prior to, ***or concurrent with,*** the issuance of Notice to proceed, a conference will be held attended by the Owner, **Owner Designated Representative (ODR)**, and Contractor, as appropriate, to establish a working understanding among the parties as to the Work, ***the operational conditions at the project site, and general administration of the project, including Communications,*** schedules, processing applications for payment, maintaining required records and all other matters of importance to the ***administration of the project*** and effective communications.
- 3.2.2 **Clarifications and Interpretations.** **ODR** may determine that written clarifications or interpretations of the requirements of the Contract documents (in the form of drawings or

otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents will be issued with reasonable promptness **to the Contractor as ODR Instructions** and will be binding on Owner and Contractor. If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Owner and Contractor may make a claim therefore as provided in Article 11.

3.3 Contractor's General Responsibilities

3.3.1 *The Contractor shall provide project administration in accordance with provisions of Request for Proposals and as outlined in the Pre-Work Conference.*

3.3.2 Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the work to supervise or oversee the work. **Minimum requirement shall be a superintendent on site at all times while work is in progress. Superintendent must be a full time employee of contractor; temporary employees and subcontractor employees are not acceptable as a superintendent. No worker under the age of 18 shall be on the job site.**

3.3.4 Services and Equipment. Unless otherwise specified in the Supplementary General Conditions, Contractor shall provide and assume full responsibility for all services, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. **Solicitation/Contract are to be consider for services only, with inclusion of tools of the trade as outlined in Request for Proposal, Section 7. Contractor will be working as part of the University's Office of Facilities Management.**

3.3.7 Subcontractors. *This Article not used for this Solicitation/Contract. Contract is to be for Labor Services as provided by the Contractor. Failure to comply will be considered a violation to the Contract and cause for termination.*

3.3.7.1 Contractor shall enter into written agreements with all suppliers which specifically bind the suppliers to the terms and conditions of the Contract Documents for the benefit of the Owner, **ODR** and the Architect/Engineer.

3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner through Contractor.

3.3.10 Acts and Omissions of Contractor, and His Employees. The Contractor shall be responsible for acts and omissions of his employees. ***The Owner may, in writing, require the Contractor to remove from the work any of its employees that the Owner's representative finds to be careless, incompetent or otherwise objectionable.***

3.3.11 Ancillary Areas

3.3.11.1 Contractor Use of Premises. The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

3.3.11.5 ONGOING CAMPUS OPERATIONS. This project is surrounded by continuously functioning campus facilities, including housing, academic and research efforts, etc. **The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to the project.** Campus utilities must not be interrupted except when scheduled and approved in advance through established channels.

Proposers are responsible for having visited the site and having determined the general and specific working conditions and limitations, ingress and egress capabilities, any needed measurements, calculations, or special equipment requirements. Failure to do so, for any reason, will not relieve the proposer from responsibility for successfully performing and completing the work, without additional expense to the University.

Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project work performance.

The facility will be only available during the scheduled work performance time period from 7:00 AM till 6:00 PM, Monday through Friday. Work during other times, including weekends, shall only be allowed with prior request and written authorization.

Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless approved in advance by the Owner.

The contractor shall be responsible for the protection of existing building surfaces, both interior and exterior, utilities, exterior structures, pavement, sidewalks, trees and plant materials, irrigation systems, and all component parts and equipment. Any damage to existing areas will be repaired at the responsibility of the contractor with the approval of the Owner. Repairs not satisfactorily completed will be done by the Owner and deducted from the contractors contract amount. No storage will be allowed outside the building unless previously approved by the owner.

Storage of materials to be used in the contract is the responsibility of the contractor. The Owner may provide an area to store materials. The security of the storage area is the responsibility of the contractor. Contractors are encouraged to limit storage of materials to a minimum. Material storage is not allowed for pesticides and other hazardous materials that are the property of the contractor.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized work performance equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

Minimal allocations shall be provided for Contractor parking and staging. Each project shall be coordinated through the Construction Coordinator. Additional parking and staging shall be the responsibility of the Contractor either through UT Garages (with fees) or off-site locations. Contractor shall be responsible for compliance.

All vehicles parked on University property must have a parking permit. Contractor shall make every effort to carpool when possible.

Employee Background Check: Responsibility for Individuals Performing Services; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus, including:

- 1) Drug distribution activity or felony drug possession
- 2) Sexual offenses
- 3) Crimes of violence involving physical injury to another person
- 4) Child abuses, molestation or other crimes involving child endangerment
- 5) Murder
- 6) Kidnapping
- 7) Theft or embezzlement
- 8) Any crime involving moral turpitude

The University reserves the right to audit employees working on-site against the Contractor's provided background check letter. Individuals not listed on the Contractor's background check letter will not be allowed to work on the site.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed

by an authorized representative certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

3.3.11.6 NOISE CONTROL. Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events. **This particularly is a concern during semester final exam periods and final exam study periods.** The contractor must curtail all objectionable noise operations so as not to disturb classes and exams, etc.

Special consideration during the period from Thursday through Sunday of May Commencement Week shall be made to assure that all work is curtailed and site staging areas are safe, orderly and secured to the satisfaction of the Owner.

Maintain the existing building in a safe and weather-tight condition throughout the work performance period. Repair damage caused by work performance operations. Take all precautions necessary to protect the building and its occupants during the work performance period.

Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or work performance debris.

The contractor is responsible for disposal of all waste generated as a result of their contract. No trash or other waste materials are allowed to be placed in any University trash containers, litter containers, or dumpsters. No chemical or other liquid or solid wastes are allowed to enter storm sewers. The use of sanitary sewer drains for liquid disposal shall be in accordance with manufacturer's requirements and only with prior approval by Owner. The Owner reserves the right to determine the appropriate location for sanitary sewer disposal or to deny the use of sanitary sewers for certain materials. The contractor assumes all liability for improper waste disposal and for repaying the University for expenses which may result from violations of this section. Also refer to disposal requirements in Article 18, Additional General Conditions.

Open fires will not be permitted within the building enclosure or on the premises.

Except for designated toilet Rooms for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor and his personnel, will not be permitted. Toilets used shall be left in a clean and fully operational condition, to the satisfaction of the Owner.

The contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the

work. It shall be the duty and responsibility of the contractor to comply with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof. The contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the contractor to perform the job in a safe manner.

3.3.11.7 Owner Occupancy

The Owner and students will occupy the site and the existing building(s) during the entire period of work performance. Cooperate fully with the Owner or his representative during work performance operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

ARTICLE 6. CONTRACT DOCUMENTS

6.1 Drawings and Specifications

6.1.1 The original Drawings and Specifications of existing buildings are available. Contact Project Manager to arrange their review.

6.1.6 Discrepancies and Omissions in Drawings and Specifications.

6.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies unless the Contractor knowingly failed to report a recognized problem to the Owner. ***This does not apply to Design-Build and Job Order Contracting Services Contracts.*** If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages. ***The Contractor shall be liable for all errors, omissions or inconsistencies as described in Job Orders requesting "Joint Scope."***

6.2 Requirements for Record Documents

6.2.5 Once determined acceptable, the Contractor shall provide, **at a minimum,** one (1) reproducible copy and one (1) electronic media copy in a format acceptable to the ODR "As-Constructed" drawings, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the contract documents. **All "As-Constructed" drawings will be provided on each and every Job Order and in an electronic media format.**

ARTICLE 7. CONSTRUCTION SAFETY

7.6 Trenching Plan

The Contractor will submit a trenching plan to the Owner **seven (7) days after the Job Order's Notice to Proceed.** The plan will be approved and sealed by a professional engineer registered in the State of Texas and employed by the Contractor. Said engineer cannot be anyone who is employed on this project by the Owner or the Owner's Architect or Engineer. Receipt of the plan is prerequisite to award of a contract.

ARTICLE 8. QUALITY CONTROL

NOTE: Work performed under this contract is in direct relationship to Owner self-performing the Work. Since the Owner does not provide Shop Drawings and Submittals on Work of self-performance, the Contractor will not have to provide Shop Drawings and Submittals, while providing this support service, in conjunction with the Owners workforce, or while under direct supervision of the Owner. Job Order(s) independent of the Owners workforce will be in compliance with all requirements of the Contract.

8.3 Submittals

8.3.1 Contractor's Submittals

8.3.1.1 The Contractor shall, within **ten (10)** calendar days after receipt of the Notice to Proceed, submit to the Owner **via the ODR to** the Architect/Engineer **six (6)** copies of a submittal schedule, listing all items that shall be furnished, for review and approval by the Owner **via the ODR** and/or the Architect/Engineer. The schedule shall also list all items that are to be reviewed and approved by the Contractor.

8.3.1.2 The submittal schedules shall indicate the type of item, contract requirements reference, the Contractor's scheduled dates for submitting the above and like items, and the projected need dates for approval answers from the Owner **via the ODR and/** or the Architect/Engineer and the projected or actual dates for procurement. This schedule shall show a **maximum of seven (7)** calendar days after receipt for review and approval by the Owner **via the ODR** and Architect/Engineer, and if resubmittal is required an additional **three (3)** days will be allowed for approval after receipt. The Contractor will revise and/or update this schedule as appropriate, and submit same with each payment estimate.

ARTICLE 9. PROJECT SCHEDULING REQUIREMENTS

9.3 Work Progress Schedule

9.3.1 Completion of Work. AS DEFINED IN EACH INDIVIDUAL JOB ORDER

9.11 Liquidated Damages

9.11.1 The amount, per calendar day, for **Liquidated Damages** as described in **9.1, 9.10, and 9.11 in Uniform General Conditions for each calendar day that the work remains incomplete** after the **JOB ORDER** completion date, **SHALL BE ON A PER "JOB ORDER" BASIS.**

ARTICLE 10. PAYMENTS

10.1 Schedule of Values. Within **seven (7)** days of Notice to Proceed under the Contract, the Contractor shall submit to the ODR and the Project Manager for approval a Schedule of Values, accurately itemizing material and labor for the various classifications of the Work. The approved Schedule of Values will be used as the basis for the progress payments under the Contract.

10.2 Progress Payments

10.2.1 No progress payments will be made prior to receipt and approval of the breakdown, which shall be in such detail as may be required by the Owner. The breakdown shall be submitted to the ODR, not less than seven (7) days prior to the first request for payment, and this shall be a condition precedent to the processing of the first payment. The breakdown shall follow the trade divisions of the specifications along with provision for general conditions costs, fees, contingencies, and allowances so that the sum of the items will equal the contract price. Each item shall be assigned labor or material values, or both, the subtotal thereof equaling the value of the work in place when completed.

10.2.3 Certification by Architect/Engineer. As soon as practicable, but in no event later than five (5) days following the AE's receipt of the Contractor's Periodic Invoice (***Application for Payment***), the Architect/Engineer shall review the same for completeness, and shall forward the Periodic Invoice (***Application for Payment***) to the ODR, with a copy to the Contractor, together with the AE's certification that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Periodic Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Periodic Invoice for processing in accordance with this §13.2.3. Upon receipt of such a Periodic Invoice and affidavit ***certified by the*** Architect/Engineer, the Owner shall make ***final review and process the*** payment ***through established administrative procedures.***

10.3 Owner's Duty to Pay. The Owner shall have no duty to pay the Contractor except on receipt by the ODR of (1) a complete Periodic Invoice certified by the ODR and/or Project Management and Construction Services.

10.3.2 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252, Texas Government Code.

ARTICLE 11. CHANGES

11.5 Concealed Site Conditions. If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in Work of the character shown and specified, the Contractor shall notify the ODR and/or Architect/Engineer and the Owner in writing of such conditions before proceeding with the Work. If necessary, the ODR and/or Architect/Engineer and/or the Owner shall develop a solution and provide it to Contractor. If the solution prompts changes to the Contract Amount and/or Time, the Contract shall be adjusted under Article 11 hereof.

11.8 Pricing Change Order Work

11.8.1 Lump Sum Cost Proposals. All proposals for an adjustment in Contract Sum shall be made on a lump sum basis per same method which developed the original agreement by line item development using the Unit Price Book, setting forth the Contractor's estimated costs attributable to the changed Work only. The proposed lump sum cost adjustment shall consist of a Base Cost, reflecting the Contractor's estimated cost of performing the changed Work.

11.8.2 Base Cost Computation for Changes.

The Base Cost Computation includes the coefficient as defined in Section 7 and considered as contained within.

11.8.3 Markup on Changes.

All items are to be deleted and replaced by the coefficient as defined in Section 7 and considered as contained within.

ARTICLE 12. PROJECT COMPLETION AND ACCEPTANCE

12.1 Closing Inspections

12.1.1 A prerequisite of substantial completion shall be the successful leak testing of each portion of the project that may apply.

12.3 Acceptance and Payments

12.3.3 Project Manager and/or ODR Approval. The Project Manager and/or ODR shall review a submitted Application for Final Payment promptly but in no event later than five (5) days after its receipt. Prior to the expiration of this deadline, Architect/Engineer and/or ODR shall either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; 2) accept it, note his approval and send to Owner.

ARTICLE 13 WARRANTY AND GUARANTEE

13.2 Warranty Period

13.2.1 Contractor warrants and guarantees all Work against defects in materials, equipment, or workmanship for ONE (1) CALENDAR YEAR from the date of final acceptance and should be submitted in writing on form approved by the ODR. This is in addition to the provisions of this Article in the Uniform General Conditions and any other extended warranties on components or assemblies in the Technical specifications. All warranties shall be submitted and approved in writing prior to final payment.

END OF SPECIAL CONDITIONS

2013 Uniform General & Supplementary General Conditions for University of Texas System Building Construction Contracts

Any contract agreement awarded from this bid will be governed by the terms and conditions contained in the “2013 Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts”. The “2013 Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts” is available for review and download from the following website:

<https://www.utsystem.edu/documents/docs/general-counsel-documents/2018/construction-contracts-and-solicitation-procurement>

If you do not have access to the internet and cannot obtain or review the “2013 Uniform General and Supplementary General Conditions”, you may request a copy be sent to you by contacting the University contact listed in section 2.3 of this RFP.

CONSTRUCTION SITE PROCEDURES FOR CONTRACTORS

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1. GENERAL SAFETY

The purpose of these procedures is to provide a safe work environment for all individuals at the University of Texas Arlington (UTA). All contractors performing services on the UTA campus shall comply with all applicable local, state and federal policies. This includes implementing and providing any required employee training and/or written programs.

Before providing any services, the contractor shall furnish to the Environmental Health & Safety Office (EH&S) a copy of all applicable required written programs and documentation of training for all employees under their control.

2. APPLICABLE REGULATIONS

The terms pollutant, pollution, hazardous waste, hazardous substance, hazardous material, or contaminant, refer to any toxic or harmful substance as defined by the Occupational Safety & Health Act (OSHA), the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), the National Fire Protection Association (NFPA), Texas Regulations for Control of Radiation (TRCR) and/or any other applicable federal, state, or local law, rule, or regulation.

The following OSHA regulations may apply to services performed and require the contractor to provide proper employee training, documentation of employee proficiency, and/or a written program:

- Respirator Protection, 29 CFR 1910.134, Subpart I
- Personal Protective Equipment, 29 CFR 1910, Subpart I
- Permit-Required Confined Spaces, 29 CFR 1910.146, Subpart J and 29 CFR 1926
- The Control of Hazardous Energy (Lockout/Tagout), 29 CFR 1910.147, Subpart J
- Welding, Cutting, and Brazing, 29 CFR 1910, Subpart Q
- Electrical, 29 CFR 1910, Subpart S
- Bloodborne Pathogen, 29 CFR 1910.1030, Subpart Z
- Hazard Communication, 29 CFR 1910.1200 Subpart Z
- Cranes, Derricks, Hoists, Elevators & Conveyors, 29 CFR 1926, Subpart N
- Fall Protection, 29 CFR 1926, Subpart M and CFR 29 1910.22 Subpart D Walking and Working Surfaces
- Excavation, 29 CFR 1926, Subpart P
- Scaffolds, 29 CFR 1926, Subpart L

3. FIRE & LIFE SAFETY REQUIREMENTS

The following information regarding fire and life safety requirements on the UTA campus shall be adhered to during all phases of construction activity:

Hot Work Permit

Hot work can be any of the following: electric arc welding, oxygen acetylene welding, tig/mig welding, cutting/soldering, propane torch, grinding, torch applied roofing, tar kettles and/or any other activity or

the use of a device that creates heat or sparks. Before beginning any of these hot work activities the contractor must obtain a Hot Work Permit issued by the EH&S office. Prior to beginning hot work, all individuals performing the hot work, as well as the required fire watch, must complete UT Arlington's Hot Work Training (provided by EH&S). Please call EH&S at 817-272-2185 at least one day prior to requesting a Hot Work Permit to make arrangements for training. Contractors should also contact EH&S directly when they are ready for the permit to be issued at the site.

Fire Extinguishers

Contractor furnished fire extinguishers are required on all job sites to meet NFPA requirements.

Nuisance Alarms

Prior to beginning any operation that will affect the fire alarms system (i.e., dust, smoke, steam, fog, etc.) contact EH&S to arrange for the temporary disabling and/or disconnection of any potential affected smoke detectors.

Means of Egress

Means of egress must be maintained from occupied spaces at all times. Reduction in required exit width, reduction in the number of means of egress, and/or temporary egress must be approved in advance by EH&S. Temporary exit signs must be in place at all times where necessary.

Emergency Access

Fire Department emergency access, to include the approach and all designated fire lanes, must be in place prior to building construction. In addition to UT Arlington Police Dept. approval, EH&S must be informed of all temporary street obstructions or closures.

Flammable/Combustible Storage

The use of mobile or temporary storage tanks containing flammable or combustible materials will require prior written approval from EH&S.

Temporary Structures

Temporary structures, including tents, shall be erected and secured in a safe manner. A site plan and a flame retardant certificate shall be provided to EH&S prior to the erection of a tent or temporary structure.

4. PROCEDURES TO FOLLOW WHILE ON THE UTA CAMPUS

Securing the work area - use any means possible to secure the work area and mark it "Construction Area Authorized Personnel Only" to prevent Students, Faculty or Staff from entering the work zone. During interior renovations, contain the work area under renovation to segregate the renovation from the building occupants.

Equipment Cleaning

Equipment should be cleaned in a manner that does not create any discharge of cleaning agents, paints, oil, or other pollutants to a storm sewer or waterway. Soaps and detergents should never be discharged to the ground or off-site. When rinsing painting equipment outside, contain rinse water in a bucket or other container. Water-based or latex paint rinse water may be discharged to the sanitary sewer. Oil-based paint wastes, including solvents and thinners, should **not** be disposed into the sanitary sewer. They

must be collected and disposed of through the contractor's disposal company. Cement handling equipment should be rinsed in a contained area so there is no drainage off-site.

Asbestos Containing Materials

Before beginning work in any UTA campus building, the contractor shall verify that no asbestos containing or suspected asbestos containing materials will be damaged or disturbed during any portion of the work to be performed. This can be verified through the UTA Asbestos Program office at 817-272-7008. If the contractor incidentally damages or disturbs asbestos containing or suspected asbestos containing materials during any portion of the work, the contractor shall immediately stop work in that area, restrict access to the area, and contact the Facilities Management Office at 817-272-3571. All personnel working on the campus who may come into contact with suspected asbestos containing materials must attend a 2-hour asbestos awareness class that will be provided by UTA's Asbestos Program office. The training will be held on the UTA campus at a location to be determined. This awareness training will not meet the OSHA asbestos training requirements for workers removing asbestos containing materials or the training requirements for an asbestos competent person.

Trash/Debris Disposal

All trash or debris must be cleaned daily, contained on-site and disposed of in a recycling bin or waste receptacle to prevent wind or rain from carrying it off-site into a storm drain or waterway. Petroleum wastes, such as waste oil and used oil filters, should be containerized for recycling or disposal by the contractor. Non-hazardous solid wastes, such as general construction debris, can be recycled or disposed of in the trash container. Never place liquid wastes of any kind in dumpsters.

Ionizing/Non-Ionizing Radiation

The contractor may not bring radioactive materials, radiation-producing machines, and/or class IIIB or class IV laser devices on campus without first notifying and obtaining written approval from the UTA Radiation Safety Officer (RSO). Additionally, if it is necessary for a contractor to enter any campus area that is posted "Radioactive Material," "X-ray Radiation," or "Danger Laser," they must first notify and obtain approval from the RSO. The RSO may be reached in EH&S at 817-272-2185.

5. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- The contractor shall maintain a legible copy of a current Safety Data Sheet (SDS) for each hazardous chemical brought to the construction site. SDS(s) shall be readily available, on request, for review by University personnel.
- The Contractors will conduct daily safety inspections of all assigned areas to identify and correct hazards.
- The Contractor will provide employees with required personal protective equipment.
- Contractor will contact UTA EH&S office during the planning phase of confined space operations and again before entering a confined space on construction sites at UTA. The contractor must at a minimum following UTA's Confined Space Program, If contractors have their own Confined Space Program, EH&S must review and approve prior to beginning of confine space operations and issuing any confined space permit.
- Contractor must provide an attendant to manage the confined space entry operation.
- The Contractors are responsible for establishing and maintaining an effective Housekeeping Program. The Contractors are responsible for cleaning up and properly disposing of all spilled

pollutants brought to the site, including oil, paint, fuels, antifreeze, solvents, etc. Contractors should keep accurate records (such as receipts, copies of analytical results, etc.) indicating proper disposal of spilled materials.

- The Contractors are responsible for ensuring that all discharges from the site comply with applicable regulations.
- No substance that might cause pollution should be dumped, leaked onto the ground, or allowed to run-off of a construction site. Be aware that the contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated.
- No substance should be abandoned on UTA property.

6. STORM WATER REQUIREMENTS

Storm Water Management

UTA has implemented a Storm Water Management Plan covering that portion of the municipal separate storm water system within the corporate boundary of the City of Arlington operated by UTA. Prior to beginning construction, contractors are required to submit a Storm Water Pollution Prevention Plan for review by the EH&S Office and the UTA Storm Water Management (SWM) Team.

The purpose of this section is to inform contractors about the Storm Water Pollution Prevention Plan (SWPPP) requirements for UTA. UTA is a co-permittee with the city of Arlington, which is considered a large MS4.

Construction is a specialized type of industrial activity that involves intense, varied activities in a limited area. Erosion and sedimentation are two of the largest potential problems from these sites. Debris and on-site chemicals are other sources to consider.

SWPPPs

A Storm Water Pollution Prevention Plan (SWPPP), if required, must be submitted to EH&S for review no less than two (2) weeks before a project is scheduled to begin. The plan must be approved by EH&S before any earth moving activity takes place. In addition, one of the requirements of a SWPPP will be a field verification (walking of the site). This will be performed by the author of the SWPPP along with EH&S staff.

A SWPPP should include (but not be limited to) the following:

- Site description
- Project and soil description
- List of potential pollutants
- Detailed site map (erosion control plan)
- Description of construction support activities
- Copy of construction general permit
- Copy of Notice of Intent (NOI)- large construction projects, or a Construction Site Notice (CSN) for small construction projects
- Discharge plans (filtering and pumping storm water from the site)

Inspections

Inspections will be conducted on a weekly basis. Sites will be walked together by a representative from EH&S and the contractor.

BMPs (Best Management Practices)

BMPs must be installed prior to any earth disturbing activity. Even small projects such as boring, saw cutting, trenching, etc. will be required to utilize erosion and sediment controls. A list of approved BMPs can be found in the [integrated Storm Water Management Technical Manual – Construction Controls](http://iswm.nctcog.org/Documents/technical_manual/Construction_Controls_4-2010b.pdf). (http://iswm.nctcog.org/Documents/technical_manual/Construction_Controls_4-2010b.pdf).

This manual was produced by the [North Central Texas Council of Governments](http://www.nctcog.dst.tx.us/) (NCTCOG <http://www.nctcog.dst.tx.us/>) and provides the design criteria for permanent and temporary structural controls during preconstruction, construction, and post construction phases.

Silt Fence and Inlet Protection Requirements

Silt fence materials and installation requirements must meet stated technical specifications ([silt fence and inlet protection specs](http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf) - <http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf>). All inlet protection must be anchored with orange colored gravel bags. There should be no protruding or bent wires that may be potential safety hazards. Such wires must be clipped off, tied down or bent back into place.

Stormwater Pollution Prevention Signage

All permitted construction projects must display appropriate signage. The following link contains examples for both small and large construction sites. (<http://www.uta.edu/campus-ops/ehs/stormwater/docs/swppp-signs.pdf>). Small construction site notices must contain the operator name, contact name and number, project description, and location of SWPPP. Large site notices should include all the previous items plus a Notice of Intent and the site specific TPDES authorization number. Signs must be displayed at the main entrance.

Permit Coverage Requirements

The size of a project determines the amount of regulation. The flow chart on page 8 will help contractors determine which regulations apply to their particular project.

Final Stabilization

Final stabilization of a construction site is satisfied when all soil disturbing activities are complete and a uniform vegetative cover with 70 percent coverage has been established. Disturbed areas that will not be re-disturbed for 21 days must be stabilized by the 14th day after the last disturbance.

Erosion/Sediment Control

Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including cement) should never be rinsed off the site; instead, it should be cleaned up in a manner that does not allow it to reach a storm drain or waterway. Equipment tires may be rinsed before leaving the site to avoid tracking sediment into the roadway or off the site.

Stormwater Pollution Prevention Resources (SWPPP)

Texas Commission on Environmental Quality (TCEQ) [Stormwater Program](http://www.tceq.texas.gov/permitting/stormwater/sw_permits.html)

(http://www.tceq.texas.gov/permitting/stormwater/sw_permits.html)

NCTCOG [Preventing Stormwater Pollution at Construction Sites Field Guide \(2011\)](http://www.nctcog.org/envir/SEEclean/stormwater/pubs/documents/constructionguide_final.pdf)

(http://www.nctcog.org/envir/SEEclean/stormwater/pubs/documents/constructionguide_final.pdf)

NCTCOG [Illicit Discharge Detection and Elimination Field Investigation Guide \(2011\)](http://www.nctcog.org/envir/SEEclean/stormwater/program-areas/illicit-discharge/documents/IDDEFIELDGUIDE_Final.pdf)

(http://www.nctcog.org/envir/SEEclean/stormwater/program-areas/illicit-discharge/documents/IDDEFIELDGUIDE_Final.pdf)

[UTA EH&S Storm Water website](#)

(<http://www.uta.edu/campus-ops/ehs/stormwater/index.php>)

Separators or Traps

Before removing oil/water separators or traps connected to the sanitary sewer, the materials in them must have been tested within the last two years (Toxicity Characteristic Leachate Procedure or TCLP) *before* they are cleaned out. Be aware that this test may take three weeks to complete if a recent test has not been completed, so plan accordingly. Documentation of the test results must be submitted to EH&S for review and approval *before* emptying or removing the trap.

7. SPILL PREVENTION, CLEAN-UP AND DISPOSAL

Spill Prevention Control and Countermeasure (SPCC)

Contractors are required to have materials on hand at all times in the event of a spill. They are required to notify EH&S at 817-272-2185 immediately if a spill occurs. Additionally, MSDSs are required to be on site for any and all chemicals on site.

Petroleum

Spills of hydraulic fluid, oil and other petroleum products should always be immediately cleaned up to prevent discharge of these fluids with storm water run-off. Petroleum contaminated soil should be cleaned up and disposed of properly. Storage containers should be kept closed, clean, and free of oily residue. Construct a liquid-tight bermed area for temporary fuel tanks used during construction.

Plan Ahead

It is cheaper to prevent spills than to mitigate them. Be prepared to contain or dike spills to prevent spreading. Small areas are easier to clean than large ones. Keep sorbent materials such as clay (kitty litter), polypropylene booms and pads, rags and sawdust on hand for clean-up of spilled liquids.

Clean-up

Sorbent materials can be used to effectively clean up various materials spilled on pavement, water, and soil. Soil or other media that has been contaminated with petroleum or other pollutants should be excavated or remediated to prevent contaminated discharges to a storm drain or waterway. Excavated contaminated materials should be stored in containers or on plastic and covered so that the contamination is not flushed back onto the ground during a rainstorm.

Contaminated Material Disposal

Proper disposal of waste materials depends partly on the type of contaminant. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company. Disposal also depends on the amount of contaminant. For information on testing of contaminated soil and disposal options, contact EH&S at 817-272-2185.

8. SPILL AND COMPLIANCE RESPONSE PROGRAM

EH&S has a program to enforce water quality regulations and assist you in compliance with those regulations. The EH&S staff respond 24 hours a day, 7 days a week to hazardous materials spills and spills which threaten surface water quality within UTA. Investigations are conducted to determine compliance with environmental laws and regulations and ensure corrective actions are taken when necessary. Discharges of any material or substance that will cause, or could potentially cause, pollution to surface

waters is strictly prohibited. Staff have specialized training in hazardous materials response and spill clean-up regulations. For information about spill clean-up requirements and other regulations, contact EH&S at 817-272-2185.

9. NOTIFICATION REQUIREMENTS AND PROCEDURES

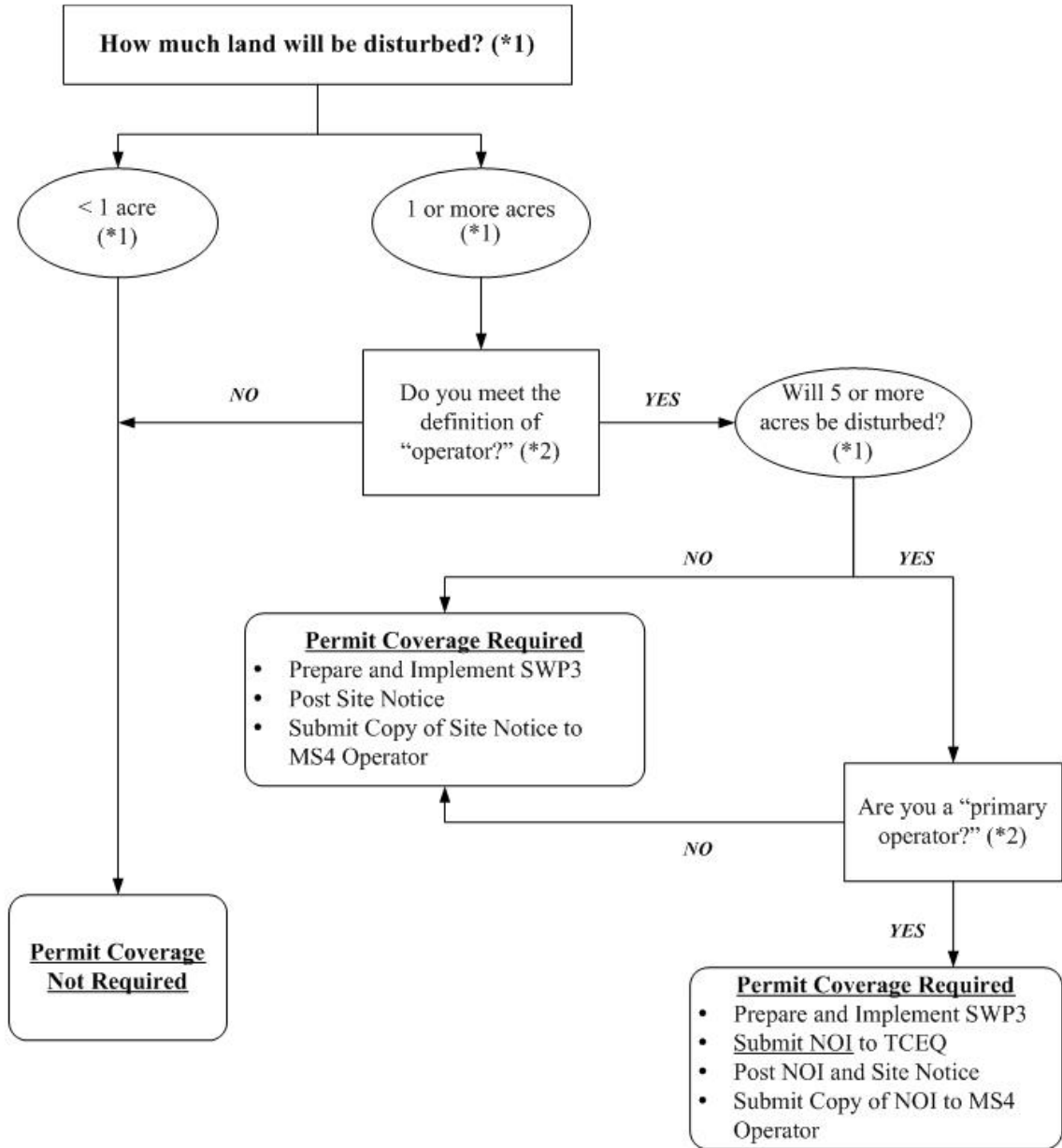
The contractor shall immediately notify EH&S in the event of:

- Any spill that threatens to enter a storm sewer or watercourse.
- All petroleum spills, e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
- Contact with asbestos containing or suspected asbestos containing materials.
- Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
- Any discharge from the site that is suspected to be in violation of local, state, and/or federal regulations, e.g. discharges that are cloudy, foul-smelling, colored, contain chemicals or heavy sediment loads.

10. CONTACT INFORMATION

Environmental Health & Safety	817-272-2185
Office hours – M–F - 8:00 am to 5:00 pm	
Facilities Management	
Main	817-272-3571
Asbestos Program	817-272-7008
After-hours Emergency	817-272-3581
UTA Police Department	
Emergency	817-272-3003
Non-emergency	817-272-3381

SWPPP Permit Coverage Requirements Flowchart (based on amount of land disturbed)



- (*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").
- (*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.

**The University of Texas System
Office of Facilities Planning and Construction**

Date: May 27, 2016

Construction Type: Building

Area: Dallas

Building Construction Trade Classification	Prevailing Wage Rate
Carpenter	\$15.00
Concrete Finisher	\$16.00
Drywall/Ceiling Installer	\$15.50
Electrician	\$17.00
Elevator Mechanic	\$28.50
Fire Proofing Installer	\$16.71
Flooring Installer	\$15.00
Glazier	\$21.25
Heavy Equipment Operator	\$16.00
Ironworker	\$15.00
Laborer	\$11.00
Light Equip Operator/Driver	\$15.00
Mason/Bricklayer	\$19.50
Painter	\$13.50
Pipefitter	\$21.37
Piping/Ductwork Insulator	\$15.50
Plumber	\$17.63
Roofer	\$15.00
Sheetmetal Worker	\$18.78
Sprinkler Fitter	\$23.53
Tile Setter	NA
Waterproofing	\$15.50

Notes:

1. Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.
2. Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award. The job classifications are not inclusive of all possible trades on the construction project.
3. It is the responsibility of the contractor to classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurate with determined rates.

ATTACHMENT B

JOB ORDER CONTRACTING AGREEMENT

This Agreement is made as of _____, 20____ (the “Effective Date”),

By and between

The **Owner:** The University of Texas at Arlington
Office of Facilities Management
1225 West Mitchell Street, Suite 205
Arlington, Texas 76019

and **Contractor:** **Name and Address of Job Order Contracting Company**

for the **Project:** Job Order Contracting for Interior
Renovations and General Construction

Contract Number: **FM2021-001**

Uniform General and Supplementary Conditions Version: 2013

This Agreement is for the provision of specified construction contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Contractor represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

Contractor and Owner agree as follows:

ARTICLE 1 TERM OF AGREEMENT

1.01 **Initial Term:** This initial term of this Agreement shall begin on the effective date and shall expire two (2) years after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 **Renewal Option:** The Owner has the option to renew the term of this Agreement for two (2) successive two (2) year periods upon written notice to the Contractor at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.03 **Completion of Work in Progress:** The Owner has the option to extend the term of this Agreement, or any renewal period, as necessary for Contractor to complete work on any project approved by the Owner prior to the expiration of the Agreement.

ARTICLE 2 AUTHORIZED CONTRACT SUM

2.01 **Contract Sum:** The overall maximum value of this Agreement is indefinite, subject to the contractual authority delegated by the UT System Board of Regents to the Owner's representative. The cost of each specifically authorized project will be established in an "Authorization to Commence Work" issued by the Owner. Established cost amounts shall not be increased except by written change order to a previously issued Authorization to Commence Work executed by the Owner and the Contractor.

2.02 **No Minimum Amount of Work:** It is expressly understood that the Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost. However, as an inducement for Contractor to offer a lower pricing coefficient, Owner agrees to use its best efforts to issue Job Order Contract(s) to Contractor with a cumulative value of at least Three Hundred Thousand and 00/100 Dollars (\$300,000.00) during the term of this Agreement.

ARTICLE 3 SCOPE OF WORK—SPECIFIC JOB ORDER PROJECTS

3.01 **In General:** The Contractor agrees to provide general and specific construction services on a per-project basis as requested by the Owner in accordance with the terms of this Agreement. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with any Job Order Project. The Project Architect for each Job Order Project shall be as specified in the individual Project RFP. The Contractor shall do everything required by this Agreement, the Uniform General, and Supplementary Conditions, any Additional General or Special Conditions of the Contract, the Addenda, the Specifications and Drawings for each Job Order Project and any other requirements incorporated into this agreement or a specific Job Order Project by reference.

3.02 **Project Scope:** The specific scope of work for each job order project shall be determined in advance and in writing between the Owner and the Contractor.

3.03 **Project RFP:** The Owner shall prepare a Project Request for Proposal (“Project RFP”) identifying the project and describing in drawings, specification and other appropriate materials the intended scope and character of the project and the schedule for the project. For Projects with an anticipated cost over \$100,000, the Owner shall determine whether subcontracting opportunities exist and require a HUB subcontracting plan as part of the Project Proposal as required.

3.04 **Project Proposal:** In response to a Project RFP, the Contractor shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

- a. A narrative description of Contractor’s understanding of the project scope of work;
- b. A description of particular phases of the scope of the work, if applicable;
- c. A Cost Proposal (prepared in accordance with Article 7, below) detailing:
 1. the cost of the ‘pre-priced’ items as taken from the unit price guide;
 2. the cost of any ‘non-pre-priced’ items;
 3. any other costs that the Contractor intends to charge to the project;
 4. a statement that all Contractor fees, overhead expenses and general conditions are included in the Cost Proposal; and
 5. a lump sum figure for performing the work, if appropriate;
- d. A proposed date to commence the work;
- e. A list of all subcontractors that Contractor proposes to use in the performance of the work;
- f. A HUB Subcontracting plan, if required;
- g. Any qualifications or conditions applicable to the Project Proposal; and
- h. A summary statement of the amount of all previous proposals entered into under this Agreement to date.

3.05 **Project Proposal Review:** The Owner and the Contractor shall review Contractor’s Project Proposal and negotiate any changes, clarifications or modifications as required. The Contractor shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

3.06 **Notice to Proceed:** Upon approval of a specific Job Order Project Proposal by the Owner, the Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the work identified in the Project Proposal (the Work) on the date specified in the Notice. The Contractor shall complete the Work within the number of days specified in the Project Proposal accepted by the Owner, subject to extensions of time approved by the Owner through Change Order. The time set forth for completion of the Work for each Job Order Project is an essential element of the Job Order Project. The Notice to Proceed shall include a Purchase Order number specific to the project.

3.07 **Group Purchase Authority:** Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement

method (ref. Sections 51.9335, 73.115 and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this contract.

ARTICLE 4 CONTRACTOR'S GENERAL RESPONSIBILITIES

4.01 Project Manager: The Contractor shall manage the Work on any project authorized pursuant to this Agreement. The Contractor shall provide all labor and material necessary and reasonably inferable for the complete performance of any Work authorized pursuant to this Agreement.

4.02 Standard of Care: Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and timely manner as is consistent with the orderly progress of any project authorized pursuant to this Agreement. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule.

4.03 Compliance with Laws: Contractor shall endeavor to perform the Work in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

4.04 Existing Conditions: Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Project.

4.05 Correction of Work: Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

4.06 Phasing: The Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by the Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

4.07 Representative: Contractor shall designate a representative primarily responsible for the Work under this Agreement. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

4.08 Documentation: The Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Contractor shall bear the cost of providing all plans, specifications and other documents used by the Contractor and its consultants.

4.09 **Project Cost Estimating:** The Contractor will obtain and use, at the Contractor's expense, for automation and estimation standardization purposes, the estimating software called, JOCWORKS, by R.S. Means.

ARTICLE 5 THE OWNER'S RESPONSIBILITIES

5.01 **Project RFP:** The Owner shall provide a Project RFP setting forth the Owner's description of the project scope in drawings, specifications and other appropriate documents, schedule, objectives, characteristics and constraints, and a description of the basic services to be provided by the Contractor for the project.

5.02 **Representative:** The Owner designates Mr. Troy Yoder as its representative authorized to act in the Owner's behalf with respect to the Project. Contractor shall coordinate its work solely through the designated representative. The Owner designates Mr. John D. Hall or his designee as its representative for the purpose of administering this contract and as its representative in any dispute resolution procedures.

5.03 **Special Information:** The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the Contractor and as reasonably necessary for the Project. Contractor shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Contractor by the Owner or by others.

5.04 **Entry on Land:** The Owner shall assist Contractor in gaining entry to state owned or controlled property as necessary for Contractor to perform its services under this Agreement.

5.05 **Administrative Services:** The Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.

5.06 **Review of Work:** The Owner will review the Work in progress as appropriate. The Owner will notify the Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that the Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

5.07 **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Contractor's services and of the Work.

ARTICLE 6 ACCEPTANCE OF WORK

6.01 **Owner's Satisfaction:** All Work performed under this Agreement shall be completed to the satisfaction of the Owner's representative assigned to the project. The Owner's

representative shall decide all questions regarding Contractor's performance under the Agreement and such decisions shall be final and conclusive.

6.02 Correction of Work: Should Contractor's Work not conform to the requirements of this Agreement and the Project Proposal as determined by the Owner's representative, Owner may order the Contractor to correct the Work at no additional expense to the Owner or deduct the cost of correcting the Work from any other monies payable to the Contractor.

6.03 Liability: Owner's approval or acceptance of Contractor's Work will not release Contractor from any liability for any defects in the Work.

ARTICLE 7 COST PROPOSALS

7.01 Required for Each Project: Contractor shall prepare a cost proposal for each Project RFP requested by the Owner. The cost proposal shall identify the pre-priced items, the non-pre-priced items, and any other costs proposed to be included in the cost of the Work for a Project.

7.02 Pre-priced Items: Pre-priced items are pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier. The cost proposal for each Project should be based substantially on the use of pre-priced items.

7.02.1 The **Unit Price Guide** is a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the Owner to be used in administration of this Agreement. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Guide for this Agreement is

R.S. MEANS Facilities Construction Cost Data, 2019 Edition, for the City of Fort Worth

which is hereby incorporated by reference. The most current edition of the Unit Price Guide shall be adopted for each renewal option exercised by the Owner.

7.02.2 The **Coefficient Multiplier** is a numerical factor which is applied to the Unit Price Guide unit prices to cover all of the Contractor's other costs in performing the Work of a Project including, but not limited to, general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, Contractor's profit, and indirect costs. Separate coefficients may be used for Work performed during normal working hours and for Work performed during non-normal working hours. The Coefficient Multipliers for this Agreement are:

	Normal Hours	Non-normal Hours
Initial 2 Year Term	_____	_____
First 2 Year Option	_____	_____
Second 2 Year Option	_____	_____

7.03 **Non-Pre-priced Items:** Non-Pre-priced items are the necessary, but incidental, parts of a Project that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide. The proposed cost of all non-pre-priced items in the cost proposal shall include all Contractor cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items. Non-pre-priced items shall not exceed ten percent (25%) of the total cost proposal for a Project.

7.03 **Other Costs:** Extraordinary costs that are unique to a specific Project and not generally or reasonably included in the coefficient multiplier may be added only if authorized or confirmed in writing by the Owner. Such extraordinary costs may be calculated as a lump sum for the Project or on a "Not to Exceed" basis.

ARTICLE 8 PAYMENT

The Owner shall pay the Contractor for Work performed on Projects authorized by the Owner in writing in a Notice to Proceed, subject to allowable additions and deductions, and make payment on account as provided by the Uniform General and Supplementary General Conditions.

ARTICLE 9 DISPUTE RESOLUTION

Government Code Chapter 2260 Controls: Contractor's claims for breach of this Agreement that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Contractor's claims are governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

ARTICLE 10 HISTORICALLY UNDERUTILIZED BUSINESSES

10.01 The Owner has adopted **Exhibit H**, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Contractor's Proposal. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 11 LIQUIDATED DAMAGES

The Notice to Proceed for each Project authorized by the Owner may include an amount that will be deducted from the Project Cost for each consecutive calendar day after the completion date established by the Notice to Proceed that any Work, including the correction of deficiencies found during the final testing and inspection, is not completed. The amount

specified for a particular Project will be deducted not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 12 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

12.01 The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

12.02 The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

12.03 The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

12.04 The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

12.05 All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

- 12.05.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- 12.05.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- 12.05.3 Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

12.06 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

12.07 The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

12.08 At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.01 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law.

13.02 **Confidentiality:** The Contractor shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Owner in writing.

13.03 **Successors and Assigns:** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

13.04 **Subcontracting:** The Contractor agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Contractor must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

13.05 **Loss of Funding:** Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

13.06 **Open Records:** All information, documentation and other material submitted by the Contractor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

13.07 **Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, the Contractor certifies that 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.

13.08 Franchise Tax Certification: A corporate or limited liability company 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.

13.09 Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that 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.

13.10 Taxes: The University of Texas System is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education. Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses.

13.11 Eligibility Certification: Pursuant to Section 2155.004, *Texas Government Code*, Contractor 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.

13.12 Captions: The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

13.13 Severability: Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

13.14 Waivers: No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

13.15 Force Majeure: No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

13.16 Governing Law and Venue: This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Tarrant County, Texas.

13.17 Entire Agreement: This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

13.18 Financial Interest: By signature hereon, Contractor certifies that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

13.19 Products and Materials Produced in Texas: If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, 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.

13.20 Authority to Act: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.21 Records: Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

13.22 Illegal Dumping: The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

13.23 Ethics Matters/No Financial Interest: Contractor and its employees, agents, representatives and subcontractors have read and understand the following: University's Conflicts of Interest Policy available at <http://www.uta.edu/policy/hop/adm/5/508>. University's Standards of Conduct Guide available at <https://www.uta.edu/policy/procedure/3-34> and applicable state ethics laws and rules available at <https://www.ethics.state.tx.us>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

13.24 **Disclosure of Interested Parties.** By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.

13.25 **Contractor Certification regarding Boycotting Israel.** To the extent required by Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.26 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.27 **Domestic Iron and Steel Certification.** Pursuant to Sections 2252.201-2252.205 of the Government Code, Service Provider certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the project is produced in the United States.

ARTICLE 14 NOTICES

14.01 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

14.02 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(a) If to Owner: University of Texas at Arlington
Office of Facilities Management
Attn: Troy Yoder
1225 W. Mitchell Street, Suite 205
Box 19228
Arlington, TX 76019
Email: yoder@uta.edu

(b) If to Contractor: _____

Attn: _____
Email: _____

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Agreement effective as of the date identified above.

ATTEST:
(Seal)

LEGAL NAME OF CONTRACTOR
(Contractor)

By: _____
(Original Signature)

By: _____
(Original Signature)

Typed Name and Title

Typed Name and Title

THE UNIVERSITY OF TEXAS
AT ARLINGTON
(Owner)

By: _____
(Original Signature)

John D. Hall, Vice President for
Administration & Campus Operations

EXHIBITS

The Following Exhibits are incorporated by reference for all purposes:

Exhibit A	Request for Proposal #FM2021-001
Exhibit B	Contractor's response to Request for Proposal #FM2021-001 Section 8
Exhibit H	Policy on Utilization of Historically Underutilized Business

The following Exhibits are attached:

Exhibit C	2013 Uniform General Conditions for UT System Building Construction Contracts
Exhibit D	Letter of HUB commitment
Exhibit E	Section 6 – Execution of Offer
Exhibit F	Section 7 – Pricing and Delivery Schedule

PERFORMANCE BOND

ATTACHMENT C

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas as Obligees in the penal sum of _____ (\$ _____) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of dated _____, for _____ (Project).

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said Contract in accordance with the Plans and Specifications and Contract Documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said Contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the Contract Price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Surety's Texas Local Recording
Agent or Resident Agent:

Surety's Home Office Agent or Servicing
Agent:

(Signature)

Name: _____

(Typed Name)

Title: _____

License No. _____

File No. _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

PAYMENT BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas as Obligees in the penal sum of _____ (\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of, dated _____, for _____ (Project).

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payments to all claimants as defined in Section 2253.021, Texas Government Code, as amended, of all persons supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas Government Code, as amended. If any legal action is filed upon this bond, venue shall be in the county where the said Contract is to be performed.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Surety's Texas Local Recording
Agent or Resident Agent:

Surety's Home Office Agent or Servicing
Agent:

(Signature)

Name: _____

(Typed Name)

Title: _____

License No. _____

File No. _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

ATTACHMENT D



TASK ORDER NUMBER: _____

Upon execution of the Agreement, (Enter Contractor's Name) shall perform the following scope of work:

Scope of Work:

Retainage to be held: _____%

Payment Bond required for 100% of contract amount: _____

Performance Bond required for 100% of contract amount: _____

Criminal Background Checks required: Yes

The compensation for this Task Order is based on a fee of \$ _____

IN TESTIMONY HEREOF, the parties hereto have executed this Task Order this
_____ day of _____ 2019.

CONTRACTOR : _____

Phone: _____

Contractor Signature: _____

OWNER: The University of Texas at Arlington
Office of Facilities Management
1225 W. Mitchell Street, Suite 205
Box 19228
Arlington, Texas 76019

Requested By: _____
(Name & Signature)

Reviewed By: _____ Account Number: _____
(Asst. VP for Facilities and Campus Operations)

Reviewed By: _____
(Asst. Director of Business Operations) Authorized Signature for expenditure of funds
on above account



THE UNIVERSITY OF TEXAS AT ARLINGTON
OFFICE OF FACILITIES MANAGEMENT

ATTACHMENT E

CHANGE ORDER FOR TASK ORDER

Change Order No. _____

Task Order No. _____

CONTRACT NO. _____ ACCOUNT NO. _____

PROJECT: _____

LOCATION: _____

TO: _____, contractor for the above project;

You are hereby directed to make the following changes in the work under the above referenced task order:

The original Task Order Sum was: _____
The net change by previous Change Orders: _____
The Task Order Sum prior to this Change Order: _____
This Change Order will increase-decrease-unchange the amount by: _____
The new Task Order Sum including this Change Order is: _____
The Task Order Time will be increased-decreased-unchanged by: _____
The Date of Completion as of the approved date of this Change Order is: _____

ISSUED: _____ Date: _____
(Architect/Engineer/Project Manager)

ACCEPTED: _____ Date: _____
(Company Representative – Contractor)

APPROVED: _____ Date: _____
(Director)

APPROVED: _____ Date: _____
(Contract Manager)

APPROVED: _____ Date: _____
(Assistant Director of Business Operations)

APPROVED: _____ Date: _____
(Assistant Vice President for Facilities & Campus Operations)

APPROVED: _____ Date: _____
(Assistant Vice President for Facilities & Campus Operations)

Evaluation Criteria and Points
Request For Proposals for Job Order Contractor
RFP # FM2021-001

Respondent (Company): _____ **Date:** _____

<u>Criterion</u>	<u>Maximum Point Value</u>	<u>Point Award</u>
Section 7: Coefficient Bid (Pricing) Schedule	20	_____
Section 8:		
8.1 Company Profile	20	_____
1) General Information		
2) Financial Statements		
3) Financial Stability		
4) Company for sale		
5) Past or pending litigation or claims		
6) Default on any loan agreement or financing agreement		
7) References – projects within the past 5 years		
8) Any relationship between company and University employee		
8.2 Approach to Project	4	_____
1) Statement of project approach, any unique benefits		
2) Estimate of earliest start date following execution of a contract		
8.3 General Requirements	4	_____
1) Difficulties anticipated in serving the University		
8.4 Service Support	4	_____
1) Company's service support philosophy		
8.5 Quality Assurance	4	_____
1) Company's quality assurance program		
8.6 Miscellaneous	4	_____
1) List of goods or services not specified in RFP that company will provide to University		
2) Details regarding any special services or products		
3) HUB status of proposer		
8.7 Technical Approach	20	_____
1) Job Order Price Proposal Preparation Plan		
2) Knowledge of current construction methodologies and technology		
3) Rapid Response		
4) Workload Fluctuation		
8.8 Management Approach	20	_____
1) Organization and Personnel Qualifications		
2) Cost Control		
3) Corporate experience & support		
• experience, past performance, capabilities of proposed subcontractors		
• Experience (type and amount of work performed in the past)		
• Past Performance		
• Capability of proposed subcontractors		

Comments: _____ **TOTAL 100** _____

Evaluated by: _____
 (Name)

 (Signature)

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

EXHIBIT H

POLICY ON UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES

BUILDING CONSTRUCTION

**NOTE: THE ONLY HUB DOCUMENT THAT MUST BE SUBMITTED WITH YOUR PROPOSAL IS THE
“LETTER OF HUB COMMITMENT FOR JOB ORDER CONTRACT” CONTAINED ON PAGE 123**



**The University of Texas System
Office of HUB Development
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

CONTENTS

- Policy on Utilization of Historically Underutilized Businesses (HUBs)
- Summary of Requirements / Historically Underutilized Business (HUBs) Subcontracting Plan
- Summary of Attachments Required from Respondents
- Letter of Transmittal
- **Letter of HUB Commitment**
- HSP Quick Checklist for Building Construction
- HUB Subcontracting Plan (HSP)
- Section 2 (Good Faith Effort – Subcontractor Selection)
- Self-Performance Justification
- HSP Good Faith Effort – Method A (Attachment A)
- HSP Good Faith Effort – Method B (Attachment B)
- HUB Subcontracting Opportunity Notification Form
- HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Required of successful respondent for payment requests only)
- Minority and Trade Organizations contact information available online:

**The University of Texas System
Office of HUB Programs**

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)
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Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Rule 20.281 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Rules 20.281-20.298, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with UT System specific or statewide HUB goals as specified in TAC Rule 20.284:

- **11.2% for heavy construction other than building contracts;**
- **21.1% for all building construction, including general contractors and operative builders contracts;**
- **32.9% for all special trade construction contracts;**
- **23.7% for professional services contracts**
- **26% for all other services contracts, and**
- **21.1% for commodities contracts.**

The University of Texas System shall make a good faith effort to meet or exceed these goals and/or UT System specific goals to assist HUBs in receiving a portion of the total contract value of all contracts that U. T. System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

<p style="text-align: center;">SUMMARY OF REQUIREMENTS Historically Underutilized Business (HUBs) Subcontracting Plan</p>

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 (HUBs) in all contracts. Accordingly, The University of Texas Arlington has adopted “**EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses**”. The Policy applies to all contracts with an expected value of \$100,000 or more. The University of Texas Arlington is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas Arlington (“U. T. Arlington” or the “University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. Arlington has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U. T. Arlington will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (i)(ii)(iii)(2)(3)(A)(B)(C)(D)(E)(F)(4)(A)(B)].**
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP). [34 TAC §20.14 (d)(5)(A)(B)(C)(D)].**
3. If subcontracting opportunities are not probable, U. T. Arlington will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP).**
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. **Competitive Sealed Proposals (CSPs)** Respondents shall submit a HUB Subcontracting Plan (packaged separately) with the Response on the submission date and time or as prescribed by the contract manager.
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. Arlington shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with the University of Texas Arlington. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort.** Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.
7. **D/B and CM @ Risk Responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the

Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services includes **HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors**. Respondents proposing to perform Part I services with their own resources and employees shall submit, as part of their HSP, **the Self Performance Justification**.

8. **D/B and CM @ Risk HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all Construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the Project. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.
9. The University of Texas Arlington shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U. T. Arlington and becomes a provision of the contract between Respondent and U. T. Arlington, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. Arlington for review; (c) U. T. Arlington (including U. T. Arlington's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U. T. Arlington and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. Arlington.
11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. Arlington wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U. T. Arlington will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. Arlington determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. Arlington an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. Arlington (including U. T. Arlington's HUB Coordinator) before (a) the contract may be amended by U. T. Arlington and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. Arlington for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. Arlington and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. Arlington. As a result of such breach, U. T. Arlington will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. University may report a Respondent's nonperformance under a contract between that Respondent and U. T. Arlington to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.
12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. Arlington as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above .
13. The University of Texas Arlington shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using **a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.

14. If the University of Texas Arlington determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, U. T. Arlington, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (g)(1) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the Internet from <https://www.uta.edu/business-affairs/hub/>. For additional information contact the HUB Coordinator, The University of Texas at Arlington, 817-272-2039.

Building Construction HSP
Summary of Attachments Required from Respondents

	Letter of Transmittal	Letter of HUB Commitment	HUB Subcontracting Plan (HSP)	Progress Assessment Report (PAR)
1. UT ARLINGTON DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Competitive Sealed Proposal (CSP) Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Competitive Sealed Proposal (CSP) Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UT ARLINGTON DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X		X	
3. Design Build or CM@ Risk Responses: Attachments required from Respondents for HUB Subcontracting Plans for Part I, Preconstruction Phase Services	X	X	X	
Performing Part I Services with own		X	X	

resources and employees			X	
Attachments required from Respondents for HUB Subcontracting Plans for Part II, Construction Phase Services when the guaranteed maximum or lump sum price of the project is established and for each bid package issued in buying out the guaranteed maximum or lump sum price of the project.				
4. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. Reporting: Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

NOTE: THIS PAGE IS THE ONLY HUB DOCUMENT THAT MUST BE SUBMITTED WITH YOUR PROPOSAL.

(BUSINESS LETTERHEAD)

Date

Mr. Joseph White
Assistant Director of Procurement and
Strategic Sourcing
The University of Texas at Arlington
219 West Main Street
Arlington, Texas 76019

Re: Historically Underutilized Business Plan for (Project Title)
Project Number **FM2021-001**

Dear Mr. White:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for Request for Proposals Number **FM2021-001**.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented with each job order package and will contain a completed HUB Subcontracting Plan with each job order package that exceeds \$100,000.

Documentation of subcontracted work will be provided with each pay request.

I will submit a completed HUB Subcontracting Plan with each job order package. The HSP shall consist of the HUB Subcontracting Plan identifying first, second and third tier subcontractors.

Sincerely,

Contractor's Name

cc: Project Manager



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

2021 UT Arlington Agency HUB goal is:

25.25% Building construction contracts

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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IMPORTANT: If you responded “**Yes**” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, continue to SECTION B-4.)
- ☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond? <input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted? <input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company _____ Name: _____ State of Texas VID #: _____
Point-of-Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____ Phone #: _____
Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable