REQUEST FOR PROPOSAL

RFP Number: 2013-530
Job Order Contract

PROPOSALS MUST BE RECEIVED BEFORE:
4:00 p.m. Central, Thursday, January 17, 2013

NOTE: Proposal must either be submitted in the TechBid website
or time stamped at Texas Tech University Purchasing and Contracting Office
before the hour and date specified for receipt of proposal.

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services
Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for
receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be
divulged after the award, if one is made.

Refer Inquiries to:
Kendra Jackson
Section Coordinator
TTU Purchasing and Contracting
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806/742-3844
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GENERAL INFORMATION

1.1 Introduction

Texas Tech University (“TTU”) is seeking competitive responses to a Request for Proposal (“RFP”) for a Job Order Contract (“JOC”) program for the TTU divisions of Operations (Planning and Administration, Engineering, Building Maintenance and Construction, Utilities, Services, and Business), University Student Housing, Hospitality Services, and Athletics. Other divisions within the Texas Tech University System may also utilize any resulting Master Agreement. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by TTU. Additional information may be made available by written request as instructed in the section entitled “Questions by Proposers.”

An RFP pre-proposal meeting is scheduled on the date shown in the section entitled “Schedule of Events,” in Physical Plant, Room 09 (basement) at TTU in Lubbock, Texas. Driving directions to TTU are available at www.ttu.edu/campusmap/, and information about parking can be found at www.parking.ttu.edu/default.aspx including information for vendors and Park & Pay. While this pre-proposal meeting is not mandatory, it is highly recommended that all interested proposers attend.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’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 TTU’s needs.

By submitting proposals, each proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each proposer also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the proposer. If selected by TTU, the Contractor will notify TTU immediately of any material change in any matters with regard to which the Contractor has made a statement or representation or provided information.

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.

1.2 Information about Texas Tech University System

Texas Tech University System is comprised of three institutions in a total of 19 locations. As state/public institutions of higher education, TTUS is governed by the State legislature and its statutes and by TTUS policies. The TTUS employs a total of over 7,000 full and part-time faculty and staff.

Founded in 1923, Texas Tech University prides itself on being a major comprehensive research university that retains the sense of a smaller liberal arts institution. TTU is the largest comprehensive higher education institution in the western two-thirds of the state of Texas, with a region larger than 46 of the nation’s 50 states. Enrollment is over 31,000 students from all 50 states and more than 100 foreign countries. TTU offers 150 undergraduate degree programs through 11 academic colleges. Through the graduate school and school of law, our students are offered more than 100 master’s degree programs and over 50 doctoral degree programs. TTU is a member of the highly competitive Big 12 Conference.

The Texas Tech University Health Sciences Center began in 1969, and to date has trained more than 10,000 health care professionals. TTUHSC meets the health care needs of more than 2.5 million people who live throughout the vast 108-county area stretching from the Texas Panhandle south to the Permian Basin and West into Eastern New Mexico. This year, TTUHSC has over 3,200 students enrolled in medicine, nursing, pharmacy, biomedical sciences and allied health sciences in eight locations. TTUHSC is making an impact by investigating and treating complex health issues—especially those affecting historically underserved populations, and has significant research studies underway in areas such as aging, cancer, infertility and rural health.
**Angelo State University** was established in 1928 in San Angelo, the center of West Texas with a population of about 100,000. ASU has a current enrollment of over 6,300 students, and offers these students nearly 100 majors spread among 40 undergraduate, 23 graduate including one doctoral, and one associate degree programs. ASU is an NCAA Division II school.

1.3 Scope of Goods and/or Services

As an inducement to proposers to offer a lower Adjustment Factor, the University will use its reasonable efforts to issue JOCs to each awarded Contractor totaling at least Twenty Five Thousand Dollars ($25,000.00) during the term of the Master Agreement ("Minimum Value"). Proposers are encouraged to propose services offering maximum benefit to the University in terms of (1) total overall cost and (2) project management expertise. Applicability of educational, state or local government discounts may be strongly considered. If, at expiration (not if terminated earlier) of Master Agreement, the Contractor has not been issued JOCs for Minimum Value, the University may extend the expiration date until Contractor has been issued JOCs totaling Minimum Value, provided that the Contractor is not in default under the Master Agreement, and the University has been reasonably satisfied with the Contractor’s performance. The University will have no obligation to issue JOCs totaling the Minimum Value if the Contractor is in default or breach under the Master Agreement, the Texas Legislature fails to appropriate or allot the necessary funds, the Board of Regents fails to allocate the necessary funds; or the University is prevented from so doing so by reason of unusual inclement wear, strikes, labor disputes, fire, war and acts of war, riots and acts of public enemy, acts of God, or any or reason reasonably beyond control of the University, regardless of where such cause was reasonably anticipatable; or if the Contractor fails, declines, or is unable to perform any of work described by any JOC or Detailed Scope of Work proposed by the University during term of the proposed Master Agreement.

The terminology used in this RFP is defined in sections 1.8 (request for proposal/contract terms) and 3.1 (JOC terms).

1.4 Term of Award

The term of the Master Agreement shall be for a period of one (1) year beginning February 1, 2013, or the last signature date, whichever is later, and end on January 31, 2014. The Agreement may be renewed for up to four (4) one-year terms upon mutual agreement of the parties, to be evidenced in writing at least sixty (60) days prior to the expiration date of the initial term.

1.5 Schedule of Events

TTU will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

- Distribution of RFP ..................................................... Thursday, December 20, 2012
- Pre-Bid Meeting ...................................................... Thursday, January 10, 2013
- Deadline for Submission of Written Questions ...... Thursday, January 14, 2013 5:00 PM Central
- Deadline for Submission/Delivery of Proposals ...... Thursday, January 17, 2013 4:00 PM Central
- Award Recommendation ............................................ Thursday, February 7, 2013
- Issuance of Master Agreement ................................. Thursday, February 21, 2013
- Term of Master Agreement ....................................... February 21, 2013-January 31, 2014

* Dates are subject to change. Note: the University will be closed December 24, 2012-January 2, 2013 for the holidays.

1.6 TTU’s Right to Reject

This RFP does not commit TTU to award a Master Agreement to any Contractor. TTU reserves the right to
accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. 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 TTU at its option. If TTU receives fewer than three proposals, TTU has the right to reissue this RFP in order to gain additional competitive proposals.

1.7 Historically Underutilized Business (HUB) Firms

The University endeavors to promote full and equal opportunity for businesses to supply the University with goods and/or services that are necessary to support the University’s educational mission. In this regard, the University commits to select proposers in accordance with (i) University needs, (ii) University resources, (iii) HUB goals and guidelines established by the Texas legislature and Texas procurement and Support Services (TPASS), and (iv) University policies and procedures for contracting with HUBs.

1.8 Definitions/Glossary of Terms

Addendum—an addition or supplement to a solicitation document. Addenda are issued prior to the proposal opening date.

Best and Final Offer (BAFO)—The result of final negotiations with responsive proposers during the RFP process.

Fiscal Year (FY)—the 12-month period covered by the State of Texas’s yearly budget, September 1 through August 31.

Proposal—an offer submitted by a potential contractor in response to an RFP intended to be used as a basis to negotiate an agreement.

Proposer—the supplier/business submitting a Proposal in response to an RFP.

Purchase Order—a signed written acceptance of Job Order Price Proposal. A Purchase Order may serve as the legal and binding contract between parties. A Purchase Order is required before any project can begin and is the only guarantee of payment to the Contractor and will accompany the JOC.

Request for Proposal (RFP)—a formal solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal.

TechBid—TTU’s online system for posting notifications for formal solicitation opportunities. The website is https://suppliers.sciquest.com/texastech/.

TTU—TTU means Texas Tech University, and for the purposes of this RFP, the terms “TTU,” “university” and “campus” may be used interchangeably to mean the main campus in Lubbock as well as all satellite campuses, and any and all athletic facilities, business offices, student facilities, residence halls, university-owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of Texas Tech University or which may be acquired or constructed during the term of the anticipated agreement and which are operated by or directly in conjunction with the University.

1.9 Order of Precedence. To the extent there is a conflict between the definitions and terms of this RFP and the definitions and terms of the attachments to this RFP or the terms of the documents on the website: http://www.physicalplant.ttu.edu/JOC/, the definitions and terms of this RFP will govern.
SECTION 2
PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Questions by Proposers

Questions must be submitted in writing by the date indicated in the section entitled “Schedule of Events.” The questions, written TTU response, and addenda related to the RFP, if any, will be posted on the TechBid website https://suppliers.sciquest.com/texastech/. Only those replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If TTU determines a question has been sufficiently answered in the RFP, the inquiring Proposer will be referred to the relevant section of the RFP. Note: It is the responsibility of the Proposer to register on the TechBid website regardless of their intent to deliver electronically or deliver by carrier. Any addenda and clarification documents will only be distributed by TechBid.

Questions must be emailed or faxed to the following purchaser:

Kendra Jackson
Kendra.jackson@ttu.edu
Texas Tech University
Fax: (806) 742-3820

2.2 Communications with TTU Personnel

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing TTU business operations, proposers are expressly and absolutely prohibited from engaging in communications with University personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a contractor, and/or negotiation or formalization of a Master Agreement. If any Proposer engages in conduct or communications that TTU determines is contrary to the prohibitions set forth in this section, TTU may, at its sole discretion, disqualify the Proposer and withdraw the Proposer’s proposal from consideration.

Any notice under this agreement shall be in writing and delivered to the party to be notified either by messenger or by United States Postal Service. Notice will be effective upon delivery by messenger service or four (4) business days after the date of mailing by prepaid certified mail, return receipt requested via USPS. The name and address of the person who may be contacted on behalf of TTU for purposes of notice is the purchaser indicated above.

2.3 Proposal Formatting and Presentation Requirements (for both online and mailed/delivered proposals)

2.3.1 The proposal itself must contain all the components listed below and they must be presented in the following order:
- Background of the proposer
- Proposer’s responses to the Section 5 - “Proposer’s Questionnaire”
- Schedule of costs and fees (Section 6)
- Scope of work, including a program overview
- Insurance and bonds
- HUB subcontracting plan required for all responses to this RFP
- Signed affirmations (Section 7)
- Acknowledgement of Attachments A-C (proposers submitting electronically can acknowledge electronically).

2.3.2 The response must include a transmittal cover page, including the RFP name and RFP number from the cover page of the solicitation.

2.3.3 The response must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the proposal, as well as separate attachments.
2.3.4 Preprinted material should be referenced in the proposal and included as labeled attachments, provided as a separate section of the proposal and identified in the table of contents.

2.3.5 All pages are to be typed on 8 ½ x 11-inch paper and numbered sequentially.

2.4 **Submittal Instructions for Online (TechBid) Proposals**

2.4.1 TTU *prefers* that all proposals be submitted using the TechBid system at [https://suppliers.scquest.com/texastech/](https://suppliers.scquest.com/texastech/).

2.4.2 Proposals must be signed by proposer’s official authorized to commit such proposals. *Failure to sign the Execution of Offer will be basis for proposal disqualification.* The TechBid system contains a mandatory “Bidder Affirmation” checkbox certifying this information. By submitting the proposal online, proposers automatically qualify as having a valid signature.

2.4.3 All proposals must be submitted online no later than the date and time indicated in the section entitled “Schedule of Events.” If you are not familiar with the system, it is recommended that you plan additional time to submit electronically. For any issues when submitting electronically, email techbuy.purchasing@ttu.edu.

2.5 **Submittal Instructions for Mailed/Delivered Proposals**

2.5.1 The proposer may elect to submit a printed version of the proposal and submit the proposal by mail or carrier service.

2.5.2 *One original* and six (6) *individually-bound copies* of the completed proposal are required for the mailed or delivered submittals.

2.5.3 *One (1) electronic version (on a compact disc or flash drive) is also required for archival purposes.*

2.5.4 Proposals must be signed by the proposer’s official authorized to commit such proposals. *Failure to sign the Execution of Offer will be basis for proposal disqualification.* NOTE: The original signature on the ONE required original will serve as the official signature of record for all copies.

2.5.5 Proposals should be submitted in a sealed envelope or box marked with the name of the RFP (as shown on the cover page of this RFP) and the opening date.

2.5.6 All proposals must be received by TTU no later than the date and time indicated in the section entitled “Schedule of Events.”

**MAIL PROPOSALS TO:**

Texas Tech University  
Purchasing and Contracting  
Box 41094  
Lubbock, TX 79409-1094

**DELIVER PROPOSALS TO:**

Texas Tech University  
Purchasing and Contracting  
Drane Hall, Room 347  
15th Street and University Avenue  
Lubbock, TX 79409

2.5.7 Telephone and/or facsimile (fax) responses to this RFP are not acceptable.

2.5.8 Late proposals properly identified will be returned to proposer unopened. Late proposals *will not be considered under any circumstances.*

2.6 **HUB Subcontracting Plan**

Proposers will be required to submit a Letter of HUB Commitment (example in Attachment D) attesting that the proposer has read and understands the University’s policy on Historically Underutilized Businesses (HUBs), and understands that either a Self-Performance HUB Subcontracting Plan or a HUB Subcontracting Plan is required prior to each Job Order Contract. In addition, the University expects the
vendor to make best efforts to accomplish the University’s HUB goal percentages averaged across the Job Order Master Agreement (each JOC may not meet the goal, but the overall master agreement should).

**HUB goals are 21.1% for building construction and 32.7% for special trade construction contracts.**

The University will review the performance of the JOCs against the goals on an annual basis. Failure to reach the goal percentages during the annual review will be grounds for cancellation of the Master Agreement. In addition, if vendor fails to perform in good faith, then the University may report any nonconformance to the Texas Comptroller.

The HUB Subcontracting Plan – Prime Contractor Progress Assessment Report will be required to be submitted monthly as a condition of payment.

HSP forms can be found at [www.window.state.tx.us/procurement](http://www.window.state.tx.us/procurement) under the “Historically Underutilized Business (HUB) Program” link. **Questions about HUB plans and requirements may be directed to techbuy.purchasing@ttu.edu.**

### 2.7 Right to Modify, Rescind, or Revoke the RFP

TTU reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of TTU executes an agreement with the selected proposer.

### 2.8 Signature and Certification of Proposing Contractor

The proposal must be signed and dated by a representative of the contractor who is authorized to bind the company to the terms and conditions contained in this RFP and to the compliance with the information submitted in the proposal. Each proposer submitting a proposal certifies to both (a) the completeness and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the firm to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified without question. TTU, at its sole discretion, may disqualify a proposal from consideration if TTU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

### 2.9 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, TTU Policies and Procedures

By submitting a proposal, the proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable policies and procedures of the Texas Tech University System. University policies and procedures may be accessed at [www.ttu.edu](http://www.ttu.edu).

### 2.10 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Managing Director of Procurement Services, each proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for goods and services.

### 2.11 Use and Disclosure of Information

Proposers acknowledge that TTU is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act Texas Gov't Code Ch. 552. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the proposer as proprietary will be used by TTU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of an agreement, if any, with the proposer selected.
2.12 Validity Period

Proposals are to be valid for TTU’s acceptance for a minimum of one hundred twenty (120) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the agreement.

2.13 Extension of Pricing and Terms and Conditions

Proposers are requested to extend the pricing and all terms and conditions offered in their proposal to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Gov’t Code Section 2155.134, other public educational entities, and Texas state agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement.

2.14 Withdrawal or Modification

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the negotiating process. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. Modifications will be allowed in the TechBid website prior to proposal closing date. No proposal may be withdrawn after the closing deadline without approval by TTU.

2.15 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless TTU, its campus components, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to the Purchasing and Contracting Office at TTU, as designated in the submittal instruction sections of this RFP.

2.16 Proposal Opening

Proposals will be opened at TTU, Physical Plant, Room 09 (basement) fifteen minutes after the deadline. The proposal opening process is open to the public. For convenience, proposers wanting a list of proposals submitted can email the purchaser listed in the section entitled “Communication with TTU Personnel,” after the opening requesting a list of proposals received. All submitted proposals become the property of TTU after the RFP submittal deadline/opening date and will not be returned. In the RFP process, only the names of respondents will be disclosed.

2.17 Compliance with RFP Requirements

By submitting a proposal, a proposer agrees to be bound by the requirements set forth in this RFP. TTU, at its sole discretion, may disqualify a proposal from consideration if TTU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

If proposer marks the whole proposal or substantive portions of the proposal as confidential, TTU in its sole discretion may declare the proposal non-responsive.

By submitting a Proposal, Proposer hereby grants a limited license to reproduce the Proposal in order to comply with any legal requirement including but not limited to the Texas Public Information Act and legislative budget board requirements.
SECTION 3
PROPOSAL CONTENTS/DETAILS

NOTE: In any event where there is a conflict with any portion of this RFP and the Uniform General Conditions and Supplementary General Conditions contained at http://www.physicalplant.ttu.edu/JOC, the language of this RFP shall prevail.

3.1 Definitions:

3.1.1 Adjustment Factor – A competitive proposal adjustment to be applied to each construction task as listed in the Construction Task Catalog® (CTC).

3.1.2 Contractor – an individual, partnership, corporation, or other entity awarded a Master Agreement from this RFP. The terms “Proposer” and “Contractor” may be used interchangeably in the RFP.

3.1.3 Contractor Representative – the lead representative of the Contractor for each JOC. The Contractor Representative has the authority to make project decisions for the company.

3.1.4 Change Order – a contractual document that is legally binding on both parties, authorizing changes to the scope of the original JOC.

3.1.5 Construction Task Catalog® (“CTC”) - a document containing preset unit prices for a variety of construction related tasks. Unit prices are for stated unit of measure, are calculated using local labor, material, and equipment costs, and are, unless otherwise stated, for complete in-place construction. Unit prices are for direct cost of construction only. See Guidelines for Using Construction Task Catalog® for more information.

3.1.6 Detailed Scope of Work – the specifications, drawings, clarification documents for a JOC, which contains sufficient detail to determine quantities and quality, and time for performance.

3.1.7 Economic Price Adjustment – an annual modification to the Adjustment Factor as a result of changes in construction costs.

3.1.8 Job Order Completion Time – the time proposed by the Contractor and agreed upon by the University for completion of each JOC. The Job Order Completion Time will be specified in each JOC and will be proposed in calendar days.

3.1.9 Job Order Price – is determined by multiplying preset unit prices by appropriate quantities and by appropriate Adjustment Factor. Job Order Price shall be a lump sum, fixed price for completion of the Detailed Scope of Work.

3.1.10 Job Order Price Proposal – a price proposal prepared by the Contractor that includes Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required for completing the Detailed Scope of Work. Proposal documents shall include a CTC containing construction tasks with preset unit prices. All unit prices are based on local labor, material, and equipment prices, and are for direct cost of construction.

3.1.11 Job Order Contract (“JOC”) is a definite quantity contract pursuant to which a contractor will
perform an individual project at different at specified location.

3.1.12 **JOC Documents** – documents that form the JOC between the University and the Contractor. Contract Documents consist of the JOC, the Purchase Order, the Master Agreement, Detailed Scope of Work, Job Order Price, the Proposed Project Schedule, and any Change Orders issued for the JOC.

3.1.13 **Master Agreement** – the prevailing terms and conditions that will govern the series of JOCs. The Master Agreement will be awarded from this RFP and may be awarded to more than one Contractor.

3.1.14 **Normal Working Hours** – Monday through Friday 7:00 am to 4:00 pm except holidays. Holidays shall mean the following: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

3.1.15 **Non Pre-Priced Tasks (“NPPT”)** – An item of work required by Detailed Scope of Work but not included in CTC.

3.1.16 **Other Than Normal Working Hours** – Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and holidays. Holidays shall mean the following: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

3.1.17 **Pre-Priced Tasks** – an item of work included in the CTC for which a unit price is given.

3.1.18 **Project Manager** – the University staff member responsible for the oversight and management of each JOC. The Project Manager will be identified in the JOC for each JOC.

3.1.19 **Proposal** – a set of documents including at least: (1) a Job Order Price Proposal; (2) a Proposed Project Schedule; (3) a list of proposed subcontractors in the required HUB Subcontracting template form; (4) sketches, drawings, or layouts; and (5) technical data or information on proposed materials or equipment.

3.1.20 **Proposed Project Schedule** – a schedule delivered by the Contractor, along with the Job Order Price Proposal and the Detailed Scope of Work, which will determine the estimated timeline for completion of an individual JOC.

3.2 **Job Order Contract**

3.2.1 The Contractor will propose two Adjustment Factors to be applied to unit prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every task in the CTC. Contractors will also propose a third adjustment factor for all Non Pre-Priced Tasks. This factor shall apply to all tasks not found in CTC.

3.2.2 As JOC’s are identified, the Contractor will jointly scope work with the assigned Project Manager. The Project Manager will prepare a Detailed Scope of Work and issue a request to the Contractor for a Job Order Price Proposal. The Contractor will prepare a Job Order Price Proposal for the project and shall include a Proposed Project Schedule, a list of proposed subcontractors utilizing the HUB Subcontracting form, sketches, drawings or layouts; and technical data or information on
proposed materials or equipment. If Job Order Price Proposal is accepted by TTU, a JOC along with a purchase order will be issued. The JOC will reference the Detailed Scope of Work and set forth Job Order Completion Time, and Job Order Price.

3.2.3 A separate JOC will be issued for each Detailed Scope of Work. Additions to the Detailed Scope of Work, changes to the Proposed Project Schedule, debits, and credits shall all be handled in the Change Order process.

3.2.4 Non Pre-priced Tasks shall not exceed twenty percent (20%) of the value of the JOC.

3.2.5 TTU shall have unconditional right to withdraw its request to the Contractor for a Job Order Price Proposal at any time before or after the Contractor has submitted its Job Order Price Proposal.

3.3 Non Pre-priced Task (NPPT)

3.3.1 NPPTs shall be separately identified and submitted in Job Order Price Proposal. Information submitted in support of NPPTs will include, but not be limited to the following:

(a) Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

(b) If the Contractor will perform the work with its own employees, the Contractor shall submit three independent quotes for all material to be installed and must use pre-priced labor and equipment from the CTC. If the work is to be subcontracted, the Contractor must submit three independent bids from subcontractors. Contractor must not submit a bid from any supplier or subcontractor that the Contractor is not prepared to use. At a minimum, two of the three bids must be from Texas certified HUB subcontractors or suppliers. [www.window.state.tx.us/procurement/cmb/hubonly.html](http://www.window.state.tx.us/procurement/cmb/hubonly.html). TTU may require additional bids if suppliers or subcontractors are not acceptable or if the prices are not reasonable.

(c) If the Contractor is using subcontractors, the final price submitted for NPPTs will be determined by applying the Contractor’s Non Pre-priced Adjustment Factor to the subcontractors bid.

(d) Non pre-priced Adjustment Factors can be applied to NPPT bids for the following:

1. Material Only,
2. Labor Only,
3. Equipment Only,
4. Combination of Material, Labor or Equipment, or University provided subcontractor quotes.

3.3.2 After a NPPT is used on three separate JOCs, a unit price for such task will be established, following approval by TTU, and fixed as a permanent Pre-priced Task which will no longer require price justification.

3.3.4 TTU’s determination as to whether an item is a Pre-priced Task or a Non pre-priced Task will be final, binding, and conclusive as to the Contractor.

3.3.5 All labor and equipment for which a unit price appears in CTC will not be included in NPPT calculation and must be included in Job Order Price Proposal at the unit price appearing in the
CTC multiplied by Normal Working Hours Adjustment Factor or Other Than Normal Working Hours Adjustment Factor, whichever is appropriate.

3.4 Ordering Procedures for JOCs

3.4.1 As the need exists, TTU will notify the Contractor of a Detailed Scope of Work and schedule a joint scope meeting.

3.4.2 Contractor shall attend the meeting and discuss, at a minimum:

a) Detailed Scope of Work
b) Alternatives for performing work and value engineering
c) Access to site and protocol for admission
d) Hours of operation
e) Staging area
f) Requirements for catalog cuts, technical data, samples and shop drawings
g) Requirements for professional services, sketches, drawings, and specifications
h) Proposed Project Schedule on the JOC
i) Liquidated damages
j) Presence of hazardous materials
k) Date on which Job Order Price Proposal is due

Upon completion of the meeting, TTU will prepare a formal Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to accurately document the work to be accomplished.

The Contractor will review the Detailed Scope of Work and will prepare a Job Order Price Proposal. Detailed Scope of Work, as agreed upon by both the Contractor and the University, will be the basis the JOC Documents.

3.5 Preparation of Job Order Price Proposal

The Contractor will prepare the Job Order Price Proposal in accordance with the following:

1. Pre-priced Tasks: for Pre-priced Tasks the Contractor shall identify each task and the quantities required from the CTC.

2. Non pre-priced Tasks: As described in Section 3.3 of this document.

The Contractor shall make the necessary arrangements for and obtain all filings and permits required for the JOC, including preparation of all drawings, sketches, calculations and or documents and information that may be required.

If Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any or permit fee to City, State or some or governmental or regulatory agency, the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Non Pre-priced Task to be paid without mark-up.

The cost of expediting services or equipment use fees are not reimbursable.

Contractor shall provide incidental engineering and architectural services (no stamped or engineered drawings) required in connection with a particular JOC including drawings and information required for filing.

The Contractor’s Job Order Price Proposal shall include, at a minimum:
1. Job Order Price
2. Required drawings or sketches
3. Catalog cuts, technical data or samples
4. List of proposed Subcontractors and materialmen and anticipated price
5. Proposed Project Schedule
6. Sample warranties or guarantees for materials, equipment or systems proposed

The Contractor's Job Order Price Proposal shall be submitted by the date indicated on the Detailed Scope of Work. All incomplete Job Order Price Proposals shall be rejected. Time allowed for preparation of the Contractor's Job Order Price Proposal will depend on the complexity and urgency of the JOC but should not exceed fourteen days. On complex JOCs, such as JOCs requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of necessary documents.

In emergency situations and minor maintenance and repair JOCs requiring immediate completion, the Job Order Price Proposal may be required quickly and the due date will be so indicated on the Detailed Scope of Work or, as described below, the Contractor may be directed to begin work immediately with paperwork to follow.

3.6 **Review of Job Order Price Proposal and Issuance of JOC**

The University will evaluate entire Job Order Price Proposal and compare with the University's cost estimate of Detailed Scope of Work to determine reasonableness of approach, including appropriateness of tasks and quantities proposed.

The University reserves the right to reject a Job Order Price Proposal, issue the JOC to another Contractor, or cancel a Detailed Scope of Work for any reason. The University also reserves the right not to issue a JOC if it is determined to be in the best interests of the University. The University may perform such work by other means as allowable by University policy. The Contractor shall not recover any costs arising out of or related to the development of the Job Order Price Proposal.

If the Contractor does not wish to provide the Detailed Scope of Work the Contractor must submit an explanation of non-intent, in writing, within twenty-four hours after the preliminary meeting.

The Contractor's Job Order Price Proposals shall be provided via eGordian® to the Project Manager.

The University will review with the Contractor all Non Pre-priced Items, Proposed Project Schedules, method of work performance, materials chosen, and quantities.

The University may determine appropriate liquidated damages which may vary per JOC.

3.7 **Adjustment Factor Information**

3.7.1 There are three Adjustment Factors for this Contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each JOC task.

The Adjustment Factors are as follows:

- Normal Working Hours
- Other Than Normal Working
- Non Pre-Priced Tasks
3.7.2 Economic Price Adjustment: Adjustment Factors may be updated annually to account for changes in construction costs provided that the Contractor requests an adjustment in writing no later than thirty (30) days prior to the anniversary date of the Master Agreement. Such request shall be delivered to the TTU Project Manager with copy to the Gordian Group:

The Gordian Group
140 Bridges Road, Suite E
Maudlin, SC 29662
Project Manager: Scott Creekmore
Email: s.creekmore@thegordiangroup.com

3.7.3 Thereafter, the Contractor’s Adjustment Factors will be modified according to the following:

A Base Year Index (“Base Index”) shall be calculated by averaging twelve (12) months of Construction Cost Indices (CCI) for 20 City Average published in Engineering News Record (ENR) for the twelve (12) months immediately prior to month of contract effective date (February 1, 2013).

\[
\text{Base Index} = \frac{\text{CCI (month one of 12 months prior to contract effective date)} + \text{CCI (month 2)} + \ldots + \text{CCI (month 12)}}{12} \quad (February 2012 - January 2013)
\]

A Current Year Index (“Current Index”) shall be calculated by averaging twelve (12) months of Construction Cost Indices (CCI) for 20 City Average published in ENR for the twelve (12) months immediately prior to contract anniversary date.

\[
\text{Current Year Index} = \frac{\text{CCI (month one of first year of contract)} + \text{CCI (month 2)} + \ldots + \text{CCI (month 12)}}{12} \quad (February 2013 - January 2014 and so forth)
\]

Economic Price Adjustment (EPA) shall be calculated by dividing Current Year Index by Base Year Index.

\[
\text{EPA} = \frac{\text{Current Year}}{\text{Base Year}}
\]

Contractor’s original Adjustment Factors shall be multiplied by Economic Price Adjustment to obtain the Contractor’s revised Adjustment Factor that will be effective for the renewal Master Agreement term (if applicable).

\[
\text{Adjustment Factor X EPA = renewal Adjustment Factor}
\]

All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

Fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.

Fourth decimal place shall remain unchanged when fifth decimal place is less than five (5).
ENR occasionally revises indices. The ENR CCIs used in the calculations described above shall be those currently published at the time the EPA calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

The Adjustment Factor will not apply to the Non Pre-priced tasks.

3.8 Software Licensing

TTU has entered into a contract with the Gordian Group (Gordian) for management services of the JOC process. TTU utilizes the Gordian’s JOC Solution (Gordian JOC Solution™) for the TTU JOC program. Gordian JOC Solution™ includes Gordian’s proprietary PROGEN®, eGordian® and/or ezIQC® JOC applications (“JOC Applications”) and construction cost data (Construction Task Catalog®), which must be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and or requirements specified by TTU. The Contractor will be required to agree to Gordian’s JOC System License to obtain access to Gordian’s JOC Applications. The Contractor’s use, in whole or in part, of Gordian’s JOC Applications and Construction Task Catalog® and or proprietary materials provided by Gordian for any purpose or than to execute work under an agreement resulting from this RFP is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor must agree to abide by the terms of the Gordian Groups JOC System License in order to utilize the system and to enter into a Master Agreement with the University.

3.9 Specifications/Scope of Work

The Detailed Scope of Work will be developed by the University and any outside Architect/Engineer. In addition to the Detailed Scope of Work, work under any JOC shall be per the Uniform General Conditions and Supplementary General Conditions (“UGC” and “SGC”) which can be found at www.physicalplant.ttu.edu/JOC/.

3.10 Delivery

Time is of essence in performance of the Contractor’s duties. If the Contractor fails to notify the University sufficiently in advance of inability to complete services by the Job Order Completion Time, the University will charge as actual damages and not as a penalty, the daily liquidated damages amount that is detailed in the JOC. Notwithstanding the foregoing, the University shall have no obligation to accept late performance or to waive timely performance by the Contractor.

In no event shall changes be permitted without express, prior written authorization of the Project Manager. Any such authorizations shall be in form of a Change Order.

3.11 Change Orders

The University may, without invalidating the JOC or the Master Agreement, order changes to the Detailed Scope of Work or Project Schedule consisting of additions, deletions or revisions of the scope. Such changes shall be embodied in a Change Order document issued by the University and evidenced in writing by both parties.

Changes shall be priced out of the Construction task Catalog with corresponding Adjustment Factor.

3.12 Personnel

The Contractor shall maintain a staff of properly trained, certified (where required), and experienced
personnel to ensure satisfactory performance under any resulting JOC.

The Contractor shall assign to the University a designated Contractor’s Representative (Representative) who will be responsible for coordination and administration of the University's requirements. The Representative must meet the approval of the University for the duration of each JOC. The Representative must be removed from any University JOC projects if the University requests removal.

3.13 **Language**

If the Contractor has employees who do not speak English, the Contractor will provide a bilingual foreman that is fluent in English and in the language of the workers.

3.14 **Bonding**

The Proposer shall provide evidence satisfactory to the University Purchasing and Contracting Office of bonding capacity in total estimated maximum amount of the JOC.

3.14.1 A Payment Bond is required on JOCs greater than $25,000.00. The Contractor shall execute the bond in accordance with provisions of Chapter 2253, Texas Government Code, a Payment Bond in the amount of total Job Order Price, solely for protection of those supplying labor, materials and/or equipment in prosecution of subject JOC.

3.14.2 A Performance Bond is required on JOCs greater than $100,000.00. The Contractor shall execute the bond in accordance with provisions of Chapter 2253, Texas Government Code, a Performance Bond in the amount of total Job Order Price conditioned upon faithful performance of the JOC, solely for protection of State of Texas.

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the University’s Purchasing and Contracting Office.

Additional bonding requirements for this RFP are in document UGC-SGC located at [www.physicalplant.ttu.edu/JOC/](http://www.physicalplant.ttu.edu/JOC/).

3.15 **Insurance**

The Contractor, prior to commencement of any JOC work, must provide the University with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the terms of the Master Agreement.

a) Workers’ Compensation: Statutory

b) Employer’s Liability: $ 500,000.00

c) Comprehensive General Liability: $ 1,000,000.00 each occurrence $ 1,000,000.00 in aggregate

d) Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)

   1) Bodily Injury: $ 1,000,000.00 each person $ 1,000,000.00 each occurrence

   2) Property Damage: $ 1,000,000.00 each occurrence

e) Owner’s and Contractor’s Protective $1,000,000.00
f) **Builder’s Risk**

The Contractor will deliver to the University:

(a) Certificates evidencing the existence of all insurance promptly after execution of this Agreement and thirty days prior to any performance of any services to be performed by the Contractor under any JOC; and

(b) Certificates shall name the University as an additional insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the University.

Insurance policies required in this RFP and any resulting agreement shall be kept in force for periods specified below:

(a) Commercial General Liability Insurance, Auto Liability, Builder’s Risk, and Owner’s and Contractor’s Protective must be kept in force until the Contractor receives final payment by the University;

(b) Workers' Compensation Insurance must be kept in force until the Contractor's obligations have been fully performed under any JOCs and accepted in writing by the University.

Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

### 3.16 Commencement of Mobilization / Work for each JOC

3.16.1 **WITHIN 30 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:**

The Contractor shall be fully operational and capable of immediately starting work on any required JOC.

Have the Contractor’s Representative and any necessary staff members on site.

3.16.2 **FIVE (5) WORKING DAYS PRIOR TO THE START OF WORK:**

Submit all subcontractor information (i.e. list of subcontracted companies, HUB status of each, amount of each subcontract, and all insurance information for each subcontractor).

Meet with the Project Manager and any authorized representatives to establish an agenda for Pre-Construction Conference.

Submit Performance and Payment Bonds to the Project Manager.

3.16.3 **CONFERENCES**

a) When determined appropriate by the Project Manager, before issuance of a JOC, a conference shall be conducted by the Project Manager to acquaint the Contractor with the University policies and procedures that are to be observed during performance of the work and to develop a mutual understanding relative to administration of contract.
b) Pre-Construction Conferences will be conducted for all JOCs except those deemed not necessary by the Project Manager.

3.17 Deviation from Proposed List of Subcontractors

The Contractor shall update the list of subcontractors monthly and shall submit the updated list to the Project Manager by 10th day of each month. This list must contain all subcontractor deviations (increases/decreases) which vary from the original list of contemplated subcontractors provided in the proposal. Changes to the subcontractor list will also require a change to the original HUB subcontractor plan that was submitted with the RFP. Failure to maintain the University’s HUB goal percentages may grounds for cancellation of any Master Agreement. Failure to comply with HUB Subcontracting Plans may result in debarment from business with the State of Texas and any State agencies. The University reserves the right to approve or disapprove the use of any subcontractor proposed by the Contractor.

3.18 University-Furnished Equipment / Materials

The Contractor, with his own forces, shall transport all University-Furnished Equipment/University Furnished Materials (UFE/UFM), if any, described on a JOC. The equipment and materials will be transported from the University storage area to work site indicated on the JOC. All items shall be inventoried daily, through establishment of check-in/out procedures. Installation of UFE/UFM will be negotiated using Pre-priced Tasks under column of labor only or Non Pre-priced Tasks when Pre-priced Tasks are not available. Contractor assumes risk and responsibility for loss or damage to the University-furnished property. The Contractor shall follow instructions of Project Manager regarding disposition of all the University-furnished property not consumed in performance of a JOC.

3.19 Coordinating Work

Before commencement of work under any individual JOC, the Contractor shall confer with the Project Manager and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and location of partitions, eating spaces, and restrooms for the Contractor's employees and subcontractors. Furniture and portable office equipment in the immediate area will be moved or protected by the Contractor and replaced to original position. Sensitive equipment and personal computers shall be moved by the University forces as arranged by the Project Manager. If work required by the JOC will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the Project Manager for replacement by the Contractor. Delivery of materials and equipment shall be made with a minimum of interference to the University operations and personnel. 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 or sections or divisions are begun. The Contractor shall provide the Project Manager a daily work schedule, by 3:00 p.m. the work day before, listing JOC(s) to be worked that day and trades involved.

3.20 As-Built Drawings

During the progress of the JOC, the Contractor shall keep a careful record at jobsite of all changes and corrections from layouts shown on drawings, if applicable. The Contractor shall enter such changes and corrections on contract or record drawings promptly. Only personnel proficient in preparation of architectural & engineering drawings shall be employed to modify original drawing or prepare new drawings. Record drawings shall indicate, in addition to all changes and corrections, actual location of all sub-surface utility lines. In order that location of these lines and appurtenances may be determined in event surface openings or indicators become covered or obscured, record drawings shall show, by offset dimensions to two permanently fixed surface features, end of each run including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along utility run from a reference point. Average depth below surface of each run shall also be recorded. At time of beneficial occupancy of each structure or facility involved under contract, the Contractor shall submit to the Project Manager as-built prints showing aforementioned data. Initial drawings supplied by the University to the Contractor shall be "Red Lined" to
reflect all changes. "Red line" drawings shall be submitted as final drawings by the Contractor (one copy) as 
as-built for the University records. If Contractor fails to maintain record drawings as required herein, Project 
Manager will consider that satisfactory progress has not been achieved for the billing period in question, 
thereby requiring retention of 5% of any progress payment(s).

3.21 Operation and Maintenance

Prior to final acceptance and payment of each JOC, the Contractor shall submit three (3) copies of all 
operation and maintenance manuals to the Project Manager for HVAC system, electrical controls, etc. The 
Contractor shall conduct a training session to brief the University personnel on the operation and 
maintenance procedures of such systems. The Contractor is required to provide three (3) complete tear 
down/overhaul/repair manuals for the equipment provided. The Contractor is required to provide two (2) 
complete service literature catalogs for the equipment manufacturers’ engineered machinery products.

3.22 Work Performance Site Maintenance

The Contractor shall store all supplies and equipment at the location designated for the Contractor 
Representative’s Office or at a location designated by/coordinated with the Project Manager or authorized 
so as to preclude mechanical and climatic damage. Site shall be maintained in a neat and orderly manner. 
Vehicles will not be parked on grassy areas, sidewalks, etc.

3.23 University Equipment on Site

The Contractor must cover equipment that is to remain in place within an area of the JOC and protect it 
against damage or loss. The Contractor must also store equipment that is removed in performance of work 
where directed or reuse in work as required by the Detailed Scope of Work. Equipment temporarily 
removed must be protected, cleaned and replaced equal to its condition prior to starting work. Security for 
equipment or materials that is to be reused and is removed for temporary storage will be the sole 
responsibility of the Contractor.

3.24 Trucking

The Contractor will load all trucks leaving the site with loose debris in a manner that will prevent dropping 
of materials on streets. The Contractor shall be responsible for cleaning up any materials that fall from 
trucks.

3.25 Toilet Facilities

The Contractor's personnel will be permitted to use toilet facilities where available and or allowed on 
TTU’s premises subject to regulation and control of Project Manager. The Contractor’s personnel shall 
ensure facility cleanliness is maintained at all times. On those sites where no toilet facilities are available, 
the Contractor will provide adequate facilities, at no additional cost to the University. The facilities will be 
maintained and left in working order and in “as-found” conditions.

3.26 Elevators

Approval of the Project Manager must be obtained prior to any temporary use of an existing elevator and 
shall be by arrangement and subject to controls. Such use will be of an intermittent nature. The Contractor 
will provide and maintain suitable and adequate protection covering for elevator machinery, hatchway 
entrance, and elevator interior, which meets the Project Manager’s requirements. Loads in excess of rated 
capacity of elevator will not be permitted. The Contractor must use freight elevators where available for 
moving material and equipment.

Existence of an elevator does not guarantee the Contractor that elevator may be used.

The University will pay cost of electrical current for operation of its elevators. Upon completion of work,
the Contractor shall remove protection coverings and any dirt and debris, and leave equipment in the same condition to that in which he found it.

3.27 Safety and Health

3.27.1 General

(a) Applicable Publications: publications listed below form a part of this specification to the extent referenced. These publications are referred to in text by basic designation only.


3.27.2 All Health and Safety issues associated to this Master Agreement will be in consideration of Personal Protection Equipment (PPE) issues. Lack of training, performance and/or enforcement could result in termination of Master Agreement.

3.27.3 Work Covered By This Section. This section is applicable to all work covered by this Master Agreement and any resulting JOC. Before issuance of JOCs, necessary clearances/surveys (asbestos, lead-based paint, etc.) will have been done and results provided to the Contractor. Project-specific issues (such as asbestos, lead-based paint, PCB ballast, etc.) will be addressed on individual JOCs at time of negotiation.

3.27.4 Definition of Hazardous Materials. Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1919; and as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, radioactive material, lead, and lead based paint, but may include others.

3.27.5 Asbestos

(a) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOLIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and to family members and or persons who become indirectly exposed as a result of exposed worker bringing asbestos-laden work clothing home to be laundered.

(b) The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in area(s) where JOC 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 similar activities.

(c) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. Occupational Safety and Health
Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and or measures that must be taken when working with or around asbestos-containing materials. Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for control of asbestos emissions to environment and handling and disposal of asbestos wastes.

(d) Friable asbestos-containing materials are not permitted by current criteria and shall not be used in new work performance or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new work performance and modification projects will be reviewed to insure that use of friable asbestos-containing materials is not specified.

(e) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material will 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) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

(f) The University will identify existence of asbestos in areas where work is to be performed under individual JOCs prior to issuance. The Contractor will report any findings or suspicion of asbestos to the Project Manager prior to initiating work or during performance of work under a JOC.

3.27.6 Lead-based Paint

The University will identify existence of lead-based paint in areas where work is to be performed under individual JOCs prior to issuance of a JOC. The Contractor will report any findings or suspicion of lead or lead-based paint to the Project Manager prior to initiating work or during performance of work under a JOC.

3.27.7 PCB Dielectrics

The University will identify existence of PCB-containing dielectrics in areas where work is to be performed under individual project orders prior to issuance of a JOC. The Contractor will have material which he 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 must report any findings of PCB-contaminated dielectrics to the Project Manager prior to initiating work or during performance of work under a JOC. If work is in progress, the Contractor shall cease work until contaminated material is evaluated and a solution for removal has been accomplished.

3.28 Safety Assurance

3.28.1 Pre-Performance Safety Meeting

Representatives of the Contractor shall meet with the Project Manager prior to the start of repair, alteration or work performance activities for purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to work to be performed under a JOC. The Contractor shall be prepared to discuss, in detail, measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under a JOC. This meeting may be held in conjunction with the Pre-Construction Conference, if so directed by the Project Manager. Conduct of this meeting is not contingent upon a general Pre-Performance meeting. Level of detail for the safety meeting is
dependent upon the nature of work and potential inherent hazards. A Job Hazard Analysis, completed by the Contractor may be necessary to address potential hazards associated with nature of work and the University reserves to right to request this document on any or all work performed for the University. The Contractor’s Representative(s), general superintendent and his/her safety representative(s) shall attend this meeting.

3.28.2 Compliance with Regulations

All work, including handling of hazardous materials or disturbance or dismantling of structures containing hazardous materials must comply with applicable requirements of 29 CFR 1926/1910, and local and University safety and health requirements. All work must comply with latest revisions of Federal, State and local regulations in force at time of contract award. Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and or measures that must be taken when working with or around asbestos-containing materials. Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for control of asbestos emissions to environment and handling and disposal of asbestos wastes.

3.29 Contractor Staff

The Contractor will be responsible for selecting personnel who are well qualified to perform required work, for supervising techniques used in work, and for keeping the Project Manager informed of all improvements, changes and methods of operations. In addition:

(a) If Contractor removes someone from its personnel, and the reason is due solely to misconduct, safety, or security on part of the Contractor’s employee, finding a replacement will be at the Contractor's expense and not chargeable to the University. The Contractor shall take appropriate personnel action, as required, in event the Contractor’s employees become involved with authorities as a result of misconduct.

(b) Contractor will assign a full-time person as its Contractor’s Representative. This person shall be acceptable to TTU and shall have a cell phone at which he or she can be reached at all times.

(c) Contractor will also have at all times an Office Manager and a Superintendent. Additional staff will be provided depending on volume of work. For each JOC issued, the Contractor shall identify the Superintendent responsible for that JOC. The Superintendent shall be reachable 24 hours a day, seven days a week. If named Superintendent is not available because of illness or vacation or like, the Contractor shall notify the Project Manager of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four JOCs. Whenever, in sole discretion of the Project Manager, the Contractor is not providing a sufficient level of supervision, the Project Manager may direct the Contractor to increase level of supervision for any or all projects, including but not limited to right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of work in place and work areas prepared for next day’s work; and develop a site specific quality control program, all at no cost to the University. In the event the University’s personnel are required to provide direction or supervision of work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the University $75 per hour for such effort.

(d) Contractor’s Representative and/or Superintendent, which ever staff member will be
monitoring the labor force, will be required to be OSHA certified.

(e) Conduct. The Contractor and the Contractor's employees shall be subject to same general rules of conduct as employees of the University while on the project site. The University reserves the right to refuse access to any of the Contractor’s employees if the Project Manager determines it to be in best interest of the University.

3.30 University-Furnished Utilities

The University will provide to the Contractor from existing University facilities and without cost to the Contractor, water and electrical power supply as set forth below. The Contractor must be "energy conscious" in use of University-furnished utilities.

3.30.1 Water.

The University shall furnish from existing facilities an adequate supply of water necessary for performance under any JOC. The University will in no case furnish or install any required supply connections and piping for the purpose of implementing availability of water supply. It is the responsibility of the Contractor to determine the extent to which the existing water supply source is adequate for needs of the JOC work.

All taps, connections, and accessory equipment required in making water supply source available will be accomplished by and at expense of the Contractor. All work in which water will be used must be coordinated, scheduled, and performed as directed and approved by the Project Manager. Said taps, connections, and accessory equipment will be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the University. Upon completion of the JOC work removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Project Manager as provided above.

3.30.2 Electricity

The University shall furnish without cost to the Contractor, all electrical power necessary for performance under any JOC; however, the University will in no case furnish or install any electrical facility or accessory for the purpose of implementing availability of electrical power for any JOC. It is the responsibility of the Contractor to determine extent to which existing electrical facilities are adequate for needs of the JOC.

All taps, connections, and accessory equipment required in making electrical power available will be accomplished by and at the expense of the Contractor. All work in which electricity will be used, will be coordinated, scheduled, and performed as directed and approved by the Project Manager. Said taps, connections, and accessory equipment will be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the University. Upon completion of the JOC work, removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power or facility in its original condition. Such removal shall also be subject to the direction and approval of the Project Manager as provided above.

a) Telephone Services

The Contractor must provide its own telephone service. The Contractor will maintain a telephone number and be responsive to calls within a one hour from the University Project Manager.
b) Interruption of Utilities Service

All temporary outages of any utility services required for performance of work will be scheduled with the Project Manager no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Project Manager when 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 risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce emergency and alleviate risk. If such a risk exists, or if such a disruption does occur, Contractor must notify Project Manager immediately, and in no case later than thirty (30) minutes following occurrence.

c) Excavation and Utility Clearance

The Contractor will be responsible for obtaining excavation and utility clearances, when required, to perform work under an individual JOC. The Contractor will request and obtain clearances, through the Project Manager not less than ten (10) calendar days prior to date which he anticipates commencement of work. In addition, all required DIG-TESS markings and validations will be responsibility of the Contractor. The Contractor shall not proceed with excavation of any kind until he has obtained such clearance and following has been completed.

1. Available drawing(s) showing all known utilities within proposed work area(s).
2. Markings in field have been accomplished for the work area affected.
3. Issued clearances will be valid from date of issuance to date of completion of the JOC.

3.31 University Automation Requirements

The Contractor shall be responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the University’s’ systems and networks. Presently, the University’s system is capable of integrating information from PC platforms.

The Contractor will be responsible, at his/her own expense, for obtaining an automation system consisting of at least one compatible computer dedicated to this Master Agreement. Ownership of this system shall remain with the Contractor. Each computer shall be fully capable of running Microsoft Windows XP or NT (Ver 4.0 or later) operating systems and that operating system shall be installed and fully operational upon issuance of the Master Agreement.

In addition to the software systems as specified by Project Manager, the Contractor’s systems must be fully capable of running following software applications. All software listed shall be purchased and kept updated by the Contractor.

**MICROSOFT PRODUCTS: (Minimum Requirement)**

WORD 06, EXCEL 06, ACCESS 06, MICROSOFT PROJECT 06

**AUTOCAD PRODUCTS: (Minimum Requirement)**

AUTOCAD 2007

The Contractor will provide its own printer capability for both letter quality text and graphics with at least 300 dpi resolutions or better. Capabilities must support all required reports, forms and diagrams specified in this Agreement or as specified by the Project Manager(s). Costs for printer and supplies shall be borne by the Contractor.
Printed communications which can be digitized or transferred by electronic mail will be considered in an effort to reduce usage of paper and improve response times.

3.32 Waste and Excess Quantities Included In Completed-In-Place Performance Quantities

All prices in the CTC are for complete-in-place work performance unless explicitly described otherwise. Construction tasks include delivery of materials to job site. Waste or excess material quantities are incidental costs which are included within each construction task unless explicitly stated otherwise in the CTC. Quantities used on individual Job Order Price Proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste and/or incidental extra materials used in performance of work. Incidental nails, screws, weldments, and connectors are included in the CTC. Unless a connector or fastener is specifically stated as not being included, it is included in price.

3.33 Fire Prevention and Protection

The Contractor will comply with all fire prevention measures as set forth by National Fire Protection Association; or recognized fire prevention agencies; and the University regulations. Each project site shall be inspected with a frequency necessary to ensure understanding and compliance on the part of the Contractor with all applicable provisions of the University’s regulations. Combustible trash must not be destroyed by open fire at work performance site but shall be removed from the 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 the University property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the Master Agreement or any JOC.

3.34 Asbestos/Lead-Based Paint Abatement Insurance

If any asbestos/lead-based paint abatement/removal or any or work with asbestos/lead-based paint is required, then comprehensive general insurance is required. The policy of insurance which covers asbestos/lead-based paint abatement/removal or 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 "short tail" basis will not be accepted. Comprehensive general liability per occurrence policy shall be obtained by the Contractor if 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 work is subcontracted. The Contractor shall insert in subcontract a requirement for asbestos/lead-based paint abatement subcontractor to provide and maintain insurance required by this paragraph. The Contractor shall maintain a copy of subcontract's proof of required insurance, and shall make such copy available to the Project Manager upon request.

3.35 Certificates of Compliance (SUBMITTALS)

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in four (4) copies. Each certificate shall be signed by an official authorized to certify in behalf of manufacturing company and shall contain the name and address of the Contractor, project name and location, and quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain name and address of testing laboratory and date or dates of tests to which report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if material is found not to meet specific requirement. In addition, approval of submittals does not relieve the Contractor of responsibility of providing and installing materials as required by the JOC, Detailed Scope of Work, and delivery order requirements.
3.36 Contractor Quality Control System

Inspection system required by the Master Agreement must be in accordance with following requirements: the Contractor will provide and maintain an effective quality control program or the Contractor inspection system, which will assure that all supplies and services required under JOC conform to requirements where constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractor will perform or will have performed inspections 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 contract unless required inspection and/or test is specifically designated to be performed by the University. Quality control organization personnel shall be a part of the Contractor's staff and not a member of the staff of a subcontractor performing work. The Project Manager reserves right to have replaced, any member of the quality control staff who in the opinion of the Project Manager is not accomplishing the assigned duties. The Contractor's inspection system shall be documented, as specified herein, and shall be submitted to the Project Manager for review and approval prior to the start of work and throughout the life of the Master Agreement. The Contractor shall notify the University in writing of any proposed change to his inspection system and changes shall be subject to disapproval if it would, in the opinion of the Project Manager result in nonconformance with the JOC requirements.

3.37 Deviation from Proposed Management Personnel

The Contractor shall obtain prior written approval from the Project Manager prior to making any changes in the proposed management.

3.38 Building Codes

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

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

These codes are supplemental to others listed herein or as may be defined and required in individual JOCs and those required in the Uniform General Conditions and the Supplementary General Conditions.

3.39 University-Parking

The Contractor will not be allowed to park service, personal or any other related vehicles on the University campus, unless authorized in the performance of Work during normal operating hours or by the University authorization. The University will provide permit parking when necessary. It is recommended that all Contractor/Subcontractor vehicles be visibly marked in some manner (i.e. stickers/magnetic signs on doors of the vehicle).

3.40 Salvageable and Repairable Materials

Material classified by the Project Manager as salvageable shall remain the property of the University and shall be delivered per the Project Manager’s advisement.
Material classified by the Project Manager as repairable shall be thoroughly cleaned and delivered per the Project Manager’s advisement.

Materials not classified as salvageable or repairable by the Project Manager shall be removed from the project site and off the University’s property at no cost to the University.

Prior to commencing any issued JOC, a joint inventory will be conducted by the Contractor and the Project Manager during which salvageable, repairable material will be identified. 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 Project Manager from designating additional items as salvageable or repairable materials during the term of the JOC.

3.41 Warranty Tags

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

3.41.1 General Requirements. The Contractor will provide warranty identification tags on all Contractor and University furnished equipment which was installed by the Contractor.

3.41.2 Tag Description and Installation. Tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. The tags shall have a permanent pressure sensitive adhesive back, and shall be installed in a position that is easily (or most easily) noticeable. The Contractor furnished equipment that has differing warranties on its components will have each component tagged.

3.41.3 Sample Tags. Sample tags shall be submitted to the Project Manager for review and approval. The tags shall be filled out representative of how the Contractor will complete actual tags.

3.41.4 Duplicate Information. If manufacturer's name, model number and serial number are on 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.

3.41.5 Execution. The Contractor will complete required information on each tag and install the 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’s 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 in-service and warranty expiration dates on the tags.

3.41.6 Payment. Work outlined above is a subsidiary portion of JOC work, and has a value to the University approximating 5% of the value of the Contractor furnished equipment.

3.41.7 Equipment Warranty Tag Replacement. The Contractor's warranty with respect to work repaired or replaced shall run for one year from date of repair or replacement, such activity shall include an update warranty identification tag on repaired or replaced equipment. The tag will be furnished and installed by the Contractor, and shall be identical to original tag, except that the Contractor's warranty expiration date will be one year from date of acceptance of repair or replacement.

3.42 Performance Schedules

For each JOC, the Contractor will be required to prepare and submit to the Project Manager a practicable schedule. Schedule must include activities for submittal approval, final clean up and inspection, correction
of punch list items and final payroll as well as continued updates showing changes and extensions as project progresses using approved project management software
SECTION 4
EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

TTU will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of TTU, and the judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the “best value” to TTU.

Under section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, TTU shall consider the purchase price, the reputation of the proposer and of the proposer’s goods or services, the quality of the proposer’s goods or services, the extent to which the goods or services meet TTU’s needs, the Proposer’s past relationship with TTU, the impact on the ability of TTU to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TTU of acquiring the proposer’s goods or services, and any other relevant factor that a private business entity would consider in selecting a Contractor.

Proposals will be opened publicly to identify names of proposers, but will be afforded security sufficient to preclude disclosure of contents of proposal, including prices or information, prior to award. After opening, an award may be made on basis of proposals initially submitted, without discussion, clarification or modification, or on basis of negotiation with any of Proposers or, at the University’s sole option and discretion, the University may discuss or negotiate all elements of proposal with selected Proposers which represent a competitive range of proposals.

4.2 Proposer’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 TTU during the assigning of points.

4.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet TTU’s requirements and to provide the best value to TTU. Proposal shall be evaluated by assigning points to each of the items below.

- Proposer’s pricing, including proposed Adjustment Factor, costing methodologies for Non Pre-priced Tasks included in any Detailed Scope of Work, and overall cost to the University.........................30 points
- Ability, capacity and skill of the Proposer and staff members to provide the services required...............20 points
- Range of previous relevant experience, including references and past performance with University ......15 points
- Proposer’s demonstrated competence and experience with job order programs.................................10 points
- HUB value of the Master Agreement (including subcontracting).........................................................10 points
- Proposer’s safety record supported by accurate and verifiable data..................................................10 points
- Sufficiency of financial resources and ability to perform or provide the services .........................5 points

TOTAL ..................................................................................................................................................100 points
4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TTU.

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the section entitled “Schedule of Events.”

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, 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 proposers or, at TTU’s sole option and discretion, TTU may discuss or negotiate all elements of the proposal with selected proposers 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).

4.7 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, TTU may permit a proposer to revise its proposal in order for TTU to obtain a best and final offer. TTU will provide each proposer within the competitive range with an equal opportunity for discussion and revision of their proposal, and a proposer may elect not to amend their original proposal. TTU is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TTU as determined by the evaluation team.

4.8 Award of Agreement

TTU reserves the right to award an agreement for all or any portion of the requirements proposed by reason of this request, award multiple agreements, or to reject any and all proposals if deemed to be in the best interests of TTU and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If TTU awards an agreement, it will award the agreement to the proposer whose proposal is the most advantageous to TTU, considering price and the evaluation factors set forth in this RFP.

TTU intends to negotiate and award an agreement with the contractor submitting the proposal the evaluation committee determines best meets the university’s requirements and is considered to be the best value overall. The agreement is a non-exclusive agreement, and TTU reserves the right to enter into one or more agreements with third parties covering the same or similar services.

The proposer may submit its standard agreement for review by TTU. The agreement entered into by the parties shall consist of the RFP, the signed proposal submitted by the contractor, the specifications including all the modifications thereof, a written agreement, and purchase order(s), all of which shall be referred to collectively as the agreement documents.

4.9 Proposer/Contractor Protest

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation, evaluation or award of an agreement may formally protest to the Managing Director of Procurement Services. You may access the TTU Open Records Request and Contractor Protest Procedures by going to the “Purchasing Information” section of the Purchasing and Contracting website at
The Proposer recognizes that in selecting a Contractor(s), TTU will rely in part on the answers provided in response to this section in addition to other information requests in the RFP document. Accordingly, the Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TTU reserves the right to contact each and every reference listed below and shall be free from any liability to the Proposer for conducting such inquiry.

Please reference each response by its item number indicated below. Proposals not submitted per instructions will be considered non-responsive.

5.1 Company Profile

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: ____________________________

5.2 State that you will provide a copy of your company’s financial statements for past two (2) years, if requested by the University.

5.3 Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis) which indicates financial stability of your company.

5.4 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 impact both in organizational and directional terms.
5.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company’s performance with the University.

5.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

5.7 Provide a customer reference list of no less than three (3) organizations with which proposer currently has contracts with and/or has previously provided services of equal type and scope within 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.)

5.8 Does any relationship exist where by relative, business associate, capital funding agreement or any such kinship between your company and any University employee? If yes, please explain.

5.9 Approach to Project
Provide a statement of project approach, any unique benefits, and or considerations.
Provide an estimate of earliest start date following execution of a Master Agreement.

5.10 General Requirements
What difficulties do you anticipate in serving the University and how do you plan to manage? What assistance will you require from the University?
Provide summary resumes for proposed project team members, including specific experiences with similar projects, and number of years with your company.

5.11 Service Support
Describe your company’s service support philosophy. How is it carried out, and how success in keeping this philosophy is measured?

5.12 Quality Assurance
Describe your company’s quality assurance program, your company’s requirements, and how are they measured?

5.13 Miscellaneous
Provide a list of any goods or services not specified in this RFP that your company will provide to the University, e.g. project management software.
Provide details regarding any special services or product characteristics, benefits offered, or advantages to the University selecting your company.

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

1. Proposer’s knowledge of current construction methodologies and technology.
2. **Rapid Response.** The proposer shall demonstrate his/her ability to be able to respond rapidly in areas of submitting a proposal, acting or reacting to events, responding to request from the Project Manager and actual project implementation for individual JOC’s.

3. **Workload Fluctuation.** It is essential that proposer demonstrate his/her ability to be able to respond rapidly in 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.

5.15 Management Approach

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

1. **Organization and Personnel Qualifications.** Proposer shall furnish an organization chart depicting management structure proposed for a Master Agreement and any resulting JOC. Management techniques and controls that shall be implemented to assure a rationale for subcontracting and control of subcontractors shall also be provided. Proposer’s organization shall show supervision and quality control during all phases of work. Proposer shall identify principal program personnel to be dedicated to this Master Agreement and any related JOC’s, with areas of responsibility and relationship with management structure. Provide summary resumes for proposed project team members, including specific experiences with similar projects, and number of years with your company.

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.

3. **Corporate Experience & Support.** Proposer shall demonstrate related corporate experience and support for unusual the University requirements such as increased workload in a compressed time frame or working in specialty areas such as research labs or food processing environments.

4. **Experience. Type and amount of work performed.** Proposer shall show experience in various types of construction-related work unique to the University setting and capability to do same or similar work. Proposer shall provide a list of principle types of contract work he/she performed within last five (5) years with a minimum of three (3). Submit information pertaining to activities and completed contracts, which you consider relevant to demonstrate your ability to perform proposed contract effort. Explain what aspects of the contract are relevant to this RFP solicitation.

1. Company name (if different form proposer’s name)
2. Contract/project title
3. Contractor Representative’s 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 ending/current contract dollar value
10. Original completion date and current completion date
11. Name, address, and telephone number of project manager of the client

5. **Past Performance.** Quality of Proposer’s work and how well the Proposer performed. Proposers shall provide information that indicates your ability to perform proposed contract effort. Proposer shall provide information pertaining to three (3) active/completed (within last 5 years) Federal, State, and Local, and/or private contracts performed by Proposer that are similar in nature to requirements in this RFP currently being evaluated - i.e., processing a wide variety (work performance and services) of multiple job orders simultaneously.
SECTION 6
ADJUSTMENT FACTOR AND DELIVERY SCHEDULE

Proposal of: ___________________________________
(Company Name)

To: Texas Tech University

Ref.: Texas Tech University Job Order Contract

Ladies and Gentlemen:

Having carefully examined all specifications and requirements of this RFP and any attachments hereto, undersigned proposes to furnish contracting services as required pursuant to aforementioned documents at below quoted terms.

**THIS PROPOSAL CONSTITUTES AN OFFER**

6.1 Adjustment Factor for Base Year

In compliance with RFP listed immediately below, undersigned hereby offers and agrees to furnish all labor, equipment, and materials and perform all work for:

JOC For TTU

RFP #2012-530

In strict accordance with the Request for Proposal and in consideration of the amounts listed on attached Construction Task Catalog® (CTC) the undersigned Proposer agrees that, upon written acceptance of this proposal, the firm will, within ten (10) calendar days after notification of award, execute a Master Agreement.

SCHEDULE OF PRICES

The Contractor shall perform the tasks required by each individual JOC issued pursuant to any resulting Master Agreement using the following Coefficients:

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<tr>
<td>A. Normal Working Hours:</td>
<td>undersigned shall perform any and all functions called for in the JOC Documents and individual Detailed Scope of Work associated with each JOC, during Normal Working Hours (8:00 a.m. - 5:00 p.m. Monday through Friday, except Holidays) for unit prices specified in CTC multiplied by quantities necessary to complete the Detailed Scope of Work multiplied by the Coefficient below:</td>
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<td>(Specify to four decimal places)</td>
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<td>B. Other Than Normal Working Hours:</td>
<td>undersigned shall perform any and all functions called for in the JOC Documents and individual Detailed Scope of Work associated with each JOC, during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday and any time Saturday, Sunday, and Holidays) for unit prices specified in Construction Task Catalog® (CTC®) multiplied by quantities necessary to complete Detailed Scope of Work multiplied by the Coefficient below:</td>
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C. Non Pre-priced Coefficient: undersigned shall perform any and all functions called for in the JOC Documents and individual Detailed Scope of Work associated with each JOC to work deemed not to be included in CTC® but within the general scope of work.

(Specify to four decimal places)

EXAMPLE: Write coefficient to four decimal places as following example illustrates.

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<td>1</td>
<td>9</td>
<td>8</td>
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Or

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<td>0</td>
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Note to Proposer: Coefficients provided for performing work during Other Than Normal Working Hours must be greater than the coefficients provided for performing work during Normal Working Hours for comparable JOCs and Non Pre-priced Tasks. Coefficient must be higher than 1.0500 but not higher than 1.2500.

Transfer below competitively proposed coefficients that you wrote in and complete calculation for the Award Criteria Figure determined below.

AWARD CRITERIA FIGURE

Following formula has been developed for sole purpose of evaluating proposals. Each proposer must complete the following calculation:

Line 1. Normal Working Hours
Coefficient (A above).

Line 2. Multiply Line 1 by .70

Line 3. Other than Normal Working Hours
Coefficient (B above).

Line 4. Multiply Line 3 by .20

Line 5. Non Pre-priced Tasks
Coefficient (C above).

Line 6. Multiply Line 5 by .10

Line 7. Summation of lines 2, 4, and 6 above

The Contractor shall write in numbers and words Award Criteria Figure (Line 7 in previous section) in spaces below:
**Award Criteria Figure in Numbers**

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**Award Criteria Figure in Words**

Instructions to Proposer: Specify lines 1 through 7 to four (4) decimal places. Use rounding methodology specified in this RFP (i.e., if number in 5th decimal place is 0-4, number in 4th decimal remains unchanged; if number in 5th decimal place is 5-9, number in 4th decimal is rounded upward).

Note to Proposer: weights in lines 2, 4, and 6, above are for purpose of calculating an Award Criteria Figure only. No assurances are made by the University that any work will be ordered under a JOC in a distribution consistent with weighted percentages above. Award Criteria Figure is only used for purposes of determining lowest proposer; when submitting Job Order Price Proposals related to specific JOCs, the Proposer shall utilize one or more of coefficients applicable to the work being performed provided in A, B, or C in the Schedule of Prices above.

Proposer shall make no alterations, changes, or exclusions to the Adjustment Factor and Proposed Project Schedule or its phraseology. Proposals may be rejected if it shows any omissions, alterations of form, additions not called for, conditional or alternate Proposals, or irregularities of any kind. All blank spaces shall be completed.

### 6.2 Payment Terms

Following payment term options and discounts are quoted (the University’s suggested payment terms are 2%/10 NET 30):

<table>
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<tr>
<th>Payment Term</th>
<th>Discount</th>
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<tr>
<td>Net 30 days</td>
<td>________%</td>
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<td>Net 15 days</td>
<td>________%</td>
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<td>Net 10 days</td>
<td>________%</td>
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Proposer may offer additional payment term options and discounts for the University to consider. The University will recognize a monetary value for prompt payment discounts.

### 6.3 Adjustment Factor Development for Base and Option Years

Proposer’s Adjustment Factor must include but not be limited to following: (Line items within the CTC® which relate in full or part to the items are to be EXCLUDED from Job Order Price Proposal(s), due to inclusion within a proposer’s Adjustment Factor.) See “Guidelines for Using Construction Task Catalog®” for more information.

1. Overhead
2. Profit (prime and subcontractors)
3. Insurance
4. Compliance with environmental laws, protection and safety
5. Tax laws
6. Protection and/or moving of the University property
7. Administrative work
8. Submittals & samples
9. Price quotations
10. Contractor adjustments to the University’s Construction Tasks
11. Clean-Up (daily & final)
12. All waste and excess materials
13. Permits, licenses, and fees
14. Mobilization for any and all divisions, total Master Agreement and each JOC
15. Shipping & delivery cost (normal & expedited)
16. Close-out (process & documents), training, and warranty tags
17. Signs and barriers
18. Project management and supervision
19. Quality control & testing
20. Parking (jobsite & compound)
21. Safety program & personal protective equipment (PPE)
22. Office management equipment
23. Costs of performance and payment bonds are to be included in proposer’s price Adjustment Factor
24. Interest associated with funding of equipment and payroll
25. Employee payroll taxes, insurance and fringe benefits
26. Risk of lower than expected contract dollar volume
27. Risk of poor subcontractor performance and re-performance
28. Other risks of doing business
29. Business taxes and corporate headquarters support (legal, financial, etc.)

Construction Tasks stated in CTC includes labor, materials and equipment. The Contractor shall assume all risk for labor rate increases after award of a Master Agreement.

In regards to provisions for Master Agreement award, the University will not make a partial award under terms of this RFP solicitation. The Proposer shall submit a comprehensive proposal.
SECTION 7
EXECUTION OF OFFER AND AFFIRMATIONS

Signing this proposal with a false statement is a material breach of agreement and shall void the submitted proposal or any resulting agreements, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

7.1 The proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.

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

7.3 Proposer certifies as follows: “Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.”

7.4 The proposer has not given, offered to give, 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.

7.5 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

7.6 Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, 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.

7.7 The proposer certifies that the contractor and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

7.8 Proposer agrees to comply with Government Code 2155.4441, pertaining to service agreement use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

7.9 Proposer certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 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 Proposer: ________________________________

Date of Employment with Proposer: ________________________________

7.10 The proposal must include the name and Social Security Number of each person maintaining an ownership interest of 25% or more of the business entity submitting the proposal. Vendors that have pre-registered this information on the Centralized Master Bidders’ List will be deemed to have satisfied this requirement.

<table>
<thead>
<tr>
<th>NAME</th>
<th>SSN</th>
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</table>
7.11 Conflict of Interest

7.11.1 The contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any proposer that is a sole proprietorship, the officers or directors of any proposer that is a corporation, the partners of any proposer that is a partnership, the joint ventures of any proposer that is a joint venture or the members or managers of any proposer that is a limited liability company, on one hand, and an employee of any component of TTU, on the other hand, other than the relationships which have been previously disclosed to TTU in writing and (ii) proposer has not been an employee of any component institution of TTU within the immediate twelve (12) months prior to the submittal deadline. All disclosures by proposer in connection with this affirmation will be subject to administrative review and approval before TTU enters into an agreement or agreement with proposer. Any violation of this conflict of interest policy shall result in immediate cancellation of any resulting agreement in addition to a potential debarment of the contractor from doing business with the State of Texas.

7.11.2 An employee may not be in any dual employment positions that would result in a conflict of interest in relation to his/her position at TTU. If such circumstance arises, the employee shall remove himself/herself from the process and disclose the relationship to his/her direct supervisor and to the Managing Director of Purchasing and Contracting. A TTU department may not hire a contractor if a current TTU employee of such department is also employed by such contractor; a current employee of such department has a direct or indirect ownership interest in such contractor; and/or the hiring of such contractor would result in the furtherance of any private interest or gain for a current employee of such department. If the owner of any such contractor who provides services to TTU is a TTU employee, compliant payment to any contractor classified as a sole proprietorship or an individual shall be made through Payroll Services.

Proposer Information and Signature

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of proposer and to bind proposer under any agreements and other contractual arrangements that may result from the submission of proposer’s proposal.

By signing the proposal, the contractor certifies that if a Texas address is shown as the address of the contractor, the contractor qualifies as a Texas Resident Bidder.

Payee Identification Number (PIN): ____________________________
Sole Owner should also enter social security No.: _________________________
Proposer/Company: ____________________________
Name (Typed/Printed): ____________________________
Title: ____________________________
Street: ____________________________
City/State/Zip: ____________________________
Telephone No.: ____________________________
Fax No.: ____________________________
E-mail: ____________________________
Signature (INK): ____________________________

Other Preferences as defined in Texas Administrative Code §20.38 Preferences (check any that are applicable)

(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(__) Agricultural products produced or grown in TX
(__) Agricultural products and services offered by TX bidders
(__) 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

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.
ATTACHMENT A
GENERAL MATERIAL QUALITY

- Concrete: Minimum 3000 psi -28 days
  - Portland Cement - comply with ASTM C 150, Type 1, 111, or V.
  - Aggregate - comply with ASTM C 33. Maximum size 3/4" for slabs 1 1/2" elsewhere.
  - Reinforcing - comply with ASTM A 615, Grade 60. Wire shall comply with ASTM A 1 85.

- Masonry:
  - New Brick - comply with ASTM C 2126; Type FBS grade MW (SW in contact with earth. An acceptable brick for new construction may be Acme Denton Blend #242 Via Roma, Special Texture, 2 1/4" x 3 5/8" x 7 5/8". This brick is a grade SW.
  - Concrete Masonry Units - Comply with current ASTM C 90, Grade N. for hollow units. Units will generally be 8X8 or 8X16.

- Structural Steel:
  - Shapes and Plates - comply with ASTM A 36.
  - Cold Formed Tubing - comply with ASTM A 500, Grade B.
  - High Strength Bolts - comply with ASTM A 325.

- Miscellaneous Steel:
  - Steel Tubing - comply with ASTM A 501-68a.
  - Steel Plates - comply with ASTM A 36-69.
  - Cast Iron - comply with ASTM A 48, Class No.30, minimum tensile strength 30,000 psi.
  - Cold Formed Mild Steel - comply with ASTM A 245, Grade aluminum - comply with ASTM B 209-68.
  - Steel Pipe - comply with ASTM A 53.
  - Structural Shapes - comply with ASTM A 36.
  - Light Gauge Steel Framing - comply with ASTM Specifications, designated A 570-66T, Grade D.

- Rough Carpentry and Millwork:
  - Rough Framing and Blocking - Shall be No.2 or better Southern Pine or No.2 or better Western Spruce, Pine, or Fir.
  - Fire Retardant Treatment - comply with AWPA standards, and in accordance with UL Test 723, ASTM E 84 or NFPA Test 335.
  - Rough Plywood - Comply with PS-1 and APA Standards.

- Finish Carpentry and Millwork:
  - Standing and Running Trim - comply with AWI Section 300, Custom Grade.
  - Solid Wood - White pine, Grade C "Select".
  - Fabrication - comply with dimensions, profiles, and details indicated.
Cabinets & Casework - comply with AWI Section 1600, Custom Grade.
Plastic Laminate - comply with NEMA Standards for 0.050 inch general purpose use. Provide 0.020 inch balancing sheet at concealed locations.

- Thermal and Moisture Protection:
  - Insulation - Batt insulation in walls shall be foiled faced glass fiber blankets complying with ASTM C 665, Type III, Class A, ASTM E 136, and FS-H H-521.
  - Rigid Insulation - Expanded polystyrene (EPS) mechanically fastened to vertical walls. Insulation system shall be U.L. and Factory Mutual rated for a minimum R-13 value.

- Roofing:
  - Fiberglass Felts - Normally two layers of SOS complying with ASTM D 2178, Type IV.
  - Modified Bitumen Sheet Membrane - StressPly "E" FR, Mineral surfaced to comply with ASTM D 5147 @ 77 degree F.
  - Flashing Membrane - StressPly IV, Mineral, complying with ASTM D 5147 @ 77 degree F.

- Sheet Metal:
  - Sheet Metal - Galvanized steel conforming to ASTM A 526-71, Coating G90 per ASTM A 525 for general use, and 22ga stainless steel for or items conforming to AISI Type 302.

- Sealants:
  - No.1 Sealant - Caulking compound conforming to Federal Specification TT -CO0598, Type I, for Interior applications.
  - No.2 Sealant - A two-component, elastomeric-type compound conforming to Federal Specification TT -S-O0227, Type II, Class A.

- Doors, Windows, & Glass:
  - Hollow Metal Doors - Steel, flush, hollow metal, equal to SD1100.
  - Hot-Rolled Steel Sheets and Strips - Commercial quality carbon steel, pickled and oiled, complying with ASTM A 5569 and ASTM A 568.
  - Cold-Rolled Steel Sheets - Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.
  - Solid Core Doors - Mat formed wood particleboard, complying with CS 236, Type I, Density C, Class 1, except fire-rated doors shall be manufacturer's construction to provide rating indicated.
  - Windows - EFCO 6600 Series Windows (Aluminum) AAMA/WDMA/CSA101/1.S.2/A440-08

- Finish Hardware:
  - Locks - Heavy duty (Sargent 8200 series) with six-pin lock keyed to Campus System.
  - Butts - Ball bearing butt hinges, 41/2"x41/2", five knuckle.
  - Closers - Surface mounted where required, LCN 4041
UL - Labeled hardware where required by code.

Panic Hardware – Sargent 80 series with no concealed vertical rod.

- Window Systems:
  Glass - Monolithic glass in anodized extruded aluminum window wall system or lock strip glazing gasket system supported by anodized extruded aluminum mullions.

- Glass and Glazing:

- Finishes:
  Gypsum Board - Fire rated gypsum wallboard complying with ASTM C 36; "Type X 48 inches wide by 5/8" thick by maximum practical length, tapered edges.
  Water Resistant Gypsum Board - Complying with ASTM C 630, 48 inches wide x 5/8" thick, tapered edges (Green Type). Use in toilet rooms, janitors closets and mechanical rooms, or as back-up for ceramic tile.
  Exterior Gypsum Board Ceilings - complying with ASTM C 931; Fire rated "Type X 48 inches wide by 5/8" thick. Steel for all Drywall framing shall comply with ASTM 645, latest adoption. Studs and Track sections shall be commercial quality steel with a yield point of 33,000 psi.

- Acoustical Ceiling:
  Fiber Panels - fissured (Type 1): Form 2, Pattern d, NRC 55, LR 1, STC 35-39, square edges, white, 5/8" thick. Panels shall be either fire-rated or non-fire rated based on code requirements. Flame spread rating shall be 0-25.
  Suspension System - conforming to ASTM C 635, compatible with ceiling panels.

- Flooring:
  Vinyl Composition Tile - shall be 12x12x1/8" meeting ASTM F 1066. Colors shall be selected from standard range.
  Rubber Base - shall be 4" high meeting FS SS-W-40A specification. Straight base at carpet and cove at all others.
  Carpet - Unless otherwise noted, provide loop pile glue down carpet complying with ASTM E 84 and NFPA 258.

- Painting:
  Exterior Steel - primer and two coats of oil base satin finish.
  Interior Gypsum - primer and two coats of Satin Latex.
  Interior Metal Doors & Frames - primer and two coats of Satin Enamel.
  Stain - sanding primer and two coats of stain.

- Wall Coverings:
  Wall Coverings - Unless otherwise noted, product shall meet or exceed requirements of CCC-W-408, and Class A in accordance with ASTM E 84.

- Fire Extinguishers:
Extinguisher - shall be multi-purpose dry chemical Type UL, Rated 4-A; 60: B; C, 10 pound nominal capacity, in enameled container
Extinguisher cabinet - Semi recessed 20 gauge steel, baked enamel finish with satin finish handle and continuous piano hinge

- Toilet Room Accessories:
  Toilet Paper Dispenser – 18 gauge plated steel with bright polished chrome finish
  Grab Bars – 18 gauge, 1 1/2" O.D. stainless steel with satin finish. Lower flush valve to accommodate these bars when used in an "L" shape
  Soap Dispensers – Recessed type, 20 gauge stainless steel with satin finish
  Mirrors - 20 gauge stainless steel trim on 1/4" float/plate glass
  Paper Towel Dispensers/Disposal - Recessed type, 20 gauge stainless steel
  Napkin Dispenser - Recessed type, 20 gauge stainless steel w/flap door. No dispensers

- Fire Safety Guidelines:
  Fire Sprinkler - shall generally be provided in all areas. Pipe shall be Schedule 40. System should be looped to mains. Minimum flow should be no less than 500 gpm @ 65 psi at roof level. N.F.P.A 13 and 14 shall be used for specific guidelines.
  Fire Safety Guidelines - should comply with N.F.P.A 101 Life Safety Code. All wire runs shall be Class A, in conduit or shielded cable.
  Fire Alarm System - shall be Simplex systems (single source) and have an overall UL UOJZ listing. Smoke detectors shall have UL 268 or UL 217 approval, depending on location. All equipment and installation shall conform to N.F.P.A 72 and 101.

- Plumbing, Electrical, and Heating/Ventilating, Air Conditioning:
  Air Conditioning - A central plant is "On Campus" and will normally supply Chilled Water for cooling. Exceptions are made for specific projects. When individual, standalone units are utilized for DX applications, SEER shall be no less than 13.
  Applicable Codes:
  International Building Code (IBC), latest edition, is prime code.
  International Mechanical Code (IMC), latest edition.
  Americans with Disabilities Act (ADA) Accessibilities Guidelines.
  Texas Department of Licensing and Regulations (TDLR), State Architectural Barriers Act, Article 9102, Texas Civil Statutes.
  International Energy Conservation Code (IECC), latest addition.
STANDARDIZED SYSTEMS & EQUIPMENT FOR CONSTRUCTION (PPES)

STEAM SERVICE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isolation valves</td>
<td>ZWICK Tri-Con gate valve for steam</td>
</tr>
<tr>
<td></td>
<td>Steam Rated ball or OS&amp;Y gate valves for Condensate</td>
</tr>
<tr>
<td>Isolation valves</td>
<td>T-12 Calcium Silicate for steam</td>
</tr>
<tr>
<td></td>
<td>Fiberglass for condensate</td>
</tr>
<tr>
<td>Pipe</td>
<td>Schedule 40 black steel for steam</td>
</tr>
<tr>
<td></td>
<td>Schedule 80 for condensate</td>
</tr>
<tr>
<td>Expansion Joints</td>
<td>ABSCO Bellows type</td>
</tr>
<tr>
<td>Condensate Return Pumps</td>
<td>Steam or Air powered (No Electric)</td>
</tr>
<tr>
<td>Pre-Insulated Underground Pipe</td>
<td>Perma-Pipe</td>
</tr>
<tr>
<td></td>
<td>Schedule 40 for steam</td>
</tr>
<tr>
<td></td>
<td>Schedule 80 for condensate</td>
</tr>
<tr>
<td>Gaskets</td>
<td>Spirex 150</td>
</tr>
<tr>
<td>Flow Meter</td>
<td>Panametrics GPS 868</td>
</tr>
<tr>
<td>PRV</td>
<td>Spence w/ED control</td>
</tr>
</tbody>
</table>

HYDRONIC SERVICES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chilled &amp; Hot water lines</td>
<td>Up to 3” Type “K” Copper</td>
</tr>
<tr>
<td></td>
<td>Above 3” Schedule 40 Black Steel</td>
</tr>
<tr>
<td>Underground Pre-Insulated</td>
<td>Perma-Pipe</td>
</tr>
<tr>
<td>Insulation</td>
<td>Fiberglass w/canvas or PVC jacket &amp; vapor barrier</td>
</tr>
<tr>
<td>Flow Meter</td>
<td>Turbine Type Onicon Model 1100</td>
</tr>
<tr>
<td>Isolation Valves</td>
<td>Ball type</td>
</tr>
<tr>
<td>Chilled water loop</td>
<td>to be designed for minimum 14 degree F rise;</td>
</tr>
<tr>
<td></td>
<td>16 degrees preferable</td>
</tr>
</tbody>
</table>

AIR SIDE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal Duct</td>
<td>sized in accordance with SMACNA</td>
</tr>
<tr>
<td>No internally lined/insulated duct</td>
<td>Exception: Return air duct where noise attenuation is a concern; exhaust and relief ducts</td>
</tr>
<tr>
<td>VFD’s for AHU’s</td>
<td>ABB or IDM</td>
</tr>
</tbody>
</table>

PLUMBING & PIPING:

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inside Building</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Schedule 40 PVC or No Hub Cast Iron</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>Sch 40 black steel &amp;/or GASTITE flex pipe</td>
</tr>
<tr>
<td>RO Water</td>
<td>Sch 80 CPVC</td>
</tr>
<tr>
<td>Outside Building</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Sch 40 PVC</td>
</tr>
<tr>
<td>Domestic Water</td>
<td>AWWA C900 Mains 4” to 36”</td>
</tr>
<tr>
<td></td>
<td>Type “K” Copper 3” and smaller</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>Polyethylene</td>
</tr>
</tbody>
</table>

HVAC CONTROLS

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAC preferred</td>
<td>Johnson acceptable alternate</td>
</tr>
</tbody>
</table>

FIRE SPRINKLER PIPING

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Sch 40 black steel</td>
<td>screwed or Victaulic couplings (IAW NFPA 13)</td>
</tr>
</tbody>
</table>
ELEVATOR CONTROLLER

| Motion Control Engineering (Non-Proprietary) | Controller shall be truly Non-Proprietary such that any elevator mechanic can be trained and work on system and not restricted to mechanics trained by an elevator manufacturer/supplier. |

All insulation and equipment performance shall comply with 2003 ICC Energy Code as a minimum.

**NOTE:** Contractor shall comply with attached list of the University standard materials, equipment and processes unless specifically stated/approved in writing by the Project Manager. Refer to specific project material list when providing project cost estimates.
ATTACHMENT B
PREVAILING WAGE GUIDELINES

PURPOSE AND SCOPE
This reference Guide provides general information about application of Texas Prevailing Wage Law, and sets forth criteria and procedures for its implementation at public works projects administered by TTU System.

TEXAS PREVAILING WAGE LAW

Art. 5159, a, Vernon's Texas Civil Statutes.
Construction of public works in State and municipal or political subdivisions; prevailing wage rate to be maintained

Sec. 1. Not less than general prevailing rate of per diem wages for work of a similar character in locality in which work is performed, and not less than general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of State of Texas, or by or on behalf of any county, city and county, city, town, district or political subdivision of State, engaged in construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in execution of any contract or contracts for public works with State, or any officer or public body of, or in execution of any contract or contracts for public works, with any county, city and county, city, town, district or political subdivision of this State, or any officer or public body of, shall be deemed to be employed upon public works.

Sec. 2 (a) Any public body awarding any contract for public work on behalf of State, or on behalf of any county, city and county, city, town, district or political subdivision of, or otherwise undertaking any public work, shall ascertain general prevailing rate of per diem wages in locality in which work is to be performed for each craft or type of workman or mechanic needed to execute contract, and shall specify in call for bids for said contract, and in contract itself, what general prevailing rate of per diem wages in said locality is for each craft or type of workman needed to execute contract, also prevailing rate for legal holiday and overtime work, and it shall be mandatory upon contractor to whom contract is awarded, and upon any subcontractor under him, to pay not less than said specified rates to all laborers, workmen and mechanics employed by him in execution of contract. Failure of awarding body to ascertain and specify in call for contract prevailing wage rate in that locality relieves contractor or subcontractor from liability under this Act. To ascertain general prevailing wage rate, public body shall conduct a survey to determine prevailing wage based upon wages received by classes of laborers and mechanics employed on projects of a character similar to contract work in city, county or political subdivision of State in which work is to be performed, or adopt prevailing wage rate as determined by U. S. Department of Labor in accordance with Davis-Bacon Act, if survey on which Davis-Bacon rate was founded was conducted within three years prior to bidding of project.

(b) A contractor or subcontractor in violation of this Act is liable for a penalty. That contractor or subcontractor shall pay to State, county, or city with more than 10,000 residents, district or political subdivision on whose behalf contract is made or awarded, Sixty Dollars ($60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion of, such laborer, workman or mechanic is paid less than said stipulated rates for any work done under said contract, and said public body awarding contract shall cause to be inserted in contract a stipulation to this effect. Money collected under this subsection shall be used by awarding body to offset costs incurred in administration of this section.

(c) Upon receipt of a complaint by a laborer, workman, or mechanic or pertinent information, public body shall determine within 30 days where good cause exists to believe that a contractor or subcontractor has committed a violation of this Act. Public body shall provide written notice of its determination to contractor or subcontractor and any affected laborer, workman, or mechanic. Public body shall retain any amounts due under contract pending a final determination of violation.

(d) If contractor or subcontractor and any affected laborer, workman, or mechanic fail to resolve alleged violation by agreement within 14 days of determination by public body, issues of alleged violation, any penalties owed to public body, and any amounts owed to any affected laborer, workman, or mechanic shall be submitted to binding arbitration in accordance with provisions of Texas General Arbitration Act (Art. 224 et seq., Revised Statutes). If parties fail to agree upon an arbitrator within 10 days, arbitrator shall be designated by district court upon petition of any party. Decision and award of arbitrator is final and binding upon all parties and may be enforced in any court of
Arbitrator shall assess and award all reasonable costs, including arbitrator’s fee, against party or parties who fail to prevail in proceeding. Costs may be assessed against workman, laborer, or mechanic only if arbitrator finds that claim was frivolous. If arbitrator does not find that claim is frivolous and does not make an award to laborer, workman, or mechanic, costs will be shared equally by parties. If arbitrator determines that a violation of Act has occurred, arbitrator shall assess and award penalties as provided in Act and all amounts owed to affected workman, laborer, or mechanic against contractor or subcontractor.

Public body shall use any amounts retained under this subsection to reimburse laborer, workman, or mechanic for amount owed to that person because of failure to pay person general prevailing rate of per diem wages as provided in arbitrators’ award. Public body may adopt rules, orders, or ordinances relating to manner in which reimbursement is made to laborer, workman, or mechanic. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this Act unless action was made in bad faith. Contractor is entitled to rely on a certificate by a subcontractor as to payment of all sums due to those working for and under that subcontractor until contrary has been determined.

If amounts withheld by, if any, public body under Subsection (c) of this section are insufficient to fully reimburse laborer, workman, or mechanic for amounts owed to that person under terms of this Act, that person has a right of action against contractor or subcontractor and surety of that person to recover any amounts owed, reasonable attorney’s fees and court costs.

It shall be duty of such public body awarding contract, and its agents and officers, to take cognizance of complaints of all violations of provisions of this Act committed in course of execution of contract, and, when making payments to contractor of monies becoming due under said contract, to withhold and retain all sums and amounts forfeited or required to be retained under this section; provided, however, that no sum shall be so withheld, retained or forfeited, except from final payment, without a determination by awarding body that good cause exists to believe that a violation has occurred.

It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any amounts withheld from him by awarding body on account of said subcontractor's failure to comply with terms of this Act, and if payment has already been made to subcontractor, contractor may withhold amount from any future payments owed to subcontractor or recover from subcontractor or subcontractor’s surety in a suit at law amount retained or forfeited.

Sec. 3. Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing names and occupations of all laborers, workmen and mechanics employed by him, in connection with said public work, and showing also actual per diem wages paid to each of such workers.

Sec. 4. Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing names and occupations of all laborers, workmen and mechanics employed by him, in connection with said public work, and showing also actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to inspection of public body awarding contract, its officers and agents.

Sec. 5. Any construction or repair work done under contract, and paid for in whole or in part out of public funds, or than work done directly by any public utility company pursuant to order of Railroad Commission or public authority, where or not done under public supervision or direction, or paid for wholly or in part out of public funds, shall be held to be “public works” within meaning of this Act. Term "locality in which work is performed" shall be held to mean county, city and county, city, town, district or political subdivision of this state in which building, highway, road, excavation, or structure, project development or improvement is situated in all cases in which contract is awarded by State, or any public body of, and shall be held to mean limits of county, city and county, city, town, district or political subdivisions on whose behalf contract is awarded in all cases. Term "general prevailing rate of per diem wages" shall be rate determined upon as such rate by public body awarding contract, or authorizing work, whose decision in matter shall be final. It is mandatory that public body, state such prevailing wage as a sum certain, in dollars and cents. Nothing in this Act, however, shall be construed to prohibit payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than said general prevailing rate of wages.

Sec. 6. Any officer, agent or representative of State, or any political subdivision, district or municipality thereof, who
willfully shall violate, or omit to comply with, any of provisions of this Act, and any contractor or subcontractor, or agent or representative of, doing public work as aforesaid, who shall neglect to keep, or cause to kept, an accurate record of names, occupation and actual wages paid to each laborer, workman and mechanic employed by him in connection with said public work, or who shall refuse to allow access to same at any reasonable hour to any person authorized to inspect same under this Act, shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not exceeding Five Hundred Dollars ($500.00), or by imprisonment for not exceeding six (6) months, or by both such fine and imprisonment, in discretion of Court.

Sec. 7. If any section, sentence, clause or part of this Act is for any reason held to be unconstitutional, such decision shall not affect remaining portions of this Act. Legislature hereby declares that it would have passed this Act, and each section, sentence, clause or part thereof, irrespective of fact that one or more sections, sentences, clauses or parts thereof be declared unconstitutional.

RESPONSIBILITY OF CONTRACTORS AND SUBCONTRACTORS
Contracts for construction of public works for State, municipalities, and political subdivisions require contractors and subcontractors to comply with Texas Prevailing Wage Law and to cooperate with any investigations of alleged violations of that law. A contractor or subcontractor in violation of Texas Prevailing Wage Law by underpaying its workers is liable for a penalty of $60.00 per underpaid worker per day or portion thereof. If a subcontractor is in violation, System may withhold amount of penalty from amounts otherwise due to Contractor, and contractor in turn may withhold said amount from amounts otherwise due to subcontractor.

DELEGATION OF AUTHORITY
The Board of Regents of the TTU System has authorized the Chancellor and his designees to enforce the Texas Prevailing Wage Law as it applies to System’s construction contracts, where such contracts are administered by Operations Division or by the respective Purchasing Departments of the System’s component institutions. Such enforcement includes issuing prevailing wage schedules, conducting wage investigations, and making wage determinations. The Chancellor has delegated such enforcement powers to the Assistant Vice President for Operations.

USE OF RATES DETERMINED BY SURVEYS IS MANDATED BY BOARD OF REGENTS
The Board of Regents of the TTU System has directed that the Assistant Vice president for Operations in administering the Texas Prevailing Wage Law shall base prevailing wage schedules on surveys pursuant to first half of last sentence of section 2(a) of Article 5159a, V. T.C.S. At present the TTU System is not itself conducting such surveys but is utilizing results of surveys conducted by the Texas Workforce Commission.

PREVAILING WAGE DETERMINATIONS
Minimum hourly wages established for laborers, workmen, and mechanics employed in the performance of a System construction contract are set forth in prevailing wage schedule issued for that contract. As indicated above, each such schedule must be based upon wage rates determined by surveys for that geographical area. Any wage rate may be corrected, if it is timely found that an erroneous wage rate has been incorporated in prevailing wage schedule and if such correction is feasible. Similarly, wage schedule may be supplemented, if it is timely found that classifications of worker needed for performance of contract were omitted from schedules and if such supplementation is feasible.

WORKER CLASSIFICATION DETERMINATIONS
Worker classifications for each craft or type of workman needed to perform a System construction contract are set forth in prevailing wage schedule. Worker classifications applicable to a contract are consistent with usual and customary classifications of firms engaged in construction of similar projects in locality. It is duty of contractor or subcontractor to classify or reclassify each worker employed on project in conformity with wage rate schedule, regardless of where contractor or subcontractor otherwise uses classifications not listed.

PLACE OF PERFORMANCE
Place of performance of a System construction contract is physical place or places where construction called for in contract will remain when work has been completed and or adjacent or nearby property used by contractor or subcontractor in such construction. A wage determination incorporated in a contract shall be applicable regardless of where contractor subsequently changes place of performance of any part of contract work or subcontracts any part of contract work to a firm which performs work in a different locality. Not included in place of performance are permanent home offices, fabrication plants, manufacturing establishments, tool yards or permanent facilities not on project site which were established before opening of proposals and whose location and continuance in operation are determined without regard to contract or project, even where operations for a period of time may be dedicated exclusively, or nearly so, to performance of contract.

WORKERS MUST BE NOTIFIED
Each contractor and subcontractor must notify each of its workers commencing work on a System construction contract of worker’s job classification and prevailing wage rate(s) required as a minimum to be paid to such worker. Notice must be delivered to employee in writing and must list for each classification in which worker is assigned duties both basic hourly wage and (if applicable) supplemental hourly wage in form of fringe benefits or cash equivalent.

**WORK SUBJECT TO DIFFERENT RATES**
If a worker during a workweek is assigned to work in different capacities and two or more wage rates are applicable to classes of work which he or she performs, it is duty of contractor to see to it that worker’s employer, where contractor or a subcontractor, identifies accurately in its records those periods in each workweek when each such employee performed work in each capacity. Worker must be paid highest of such rates for all hours worked in workweek unless contractor’s or subcontractor's records clearly show which hours were spent in each class of work.

**CONTRACT TERMINATION**
As provided in Uniform General Conditions and Supplementary General Conditions located at [www.physicalplant.ttu.edu/JOC/](http://www.physicalplant.ttu.edu/JOC/), where a violation is found of any contract provision, contract is subject upon proper notice to cancellation. Thereafter System may enter into or contracts or arrangements for completion of original contract, charging any additional costs to original contractor or its surety. Failure to adhere to contract provisions requiring compliance with Texas Prevailing Wage Law and or state laws is considered a serious and material breach of contract.

**INVESTIGATIONS AND ARBITRATION**
Any employee on a public work of the TTU System who believes he/she has not been paid established prevailing wage for work done may file a complaint with System. Any such complaint shall be reduced to writing, shall set forth with reasonable particularity grounds for complaint, and shall be acknowledged under oath by employee.

It is duty of each contractor or subcontractor, upon request from Assistant Vice President of Operations or authorized representatives of TTU System: to furnish certified payrolls, to make or employment and project work records available for inspection and copying, to permit entry to job site for purpose of observing work activity, and to facilitate interviews of project workers for a reasonable duration.

The Assistant Vice President of Operations will determine within 30 days after receipt of a complaint where good cause exists to believe that a contractor or subcontractor has violated law, and will notify contractor or subcontractor and worker of determination.

If contractor or subcontractor and workman fail to resolve alleged violation within 14 days after receipt of determination, issues of alleged violation, any penalties owed, and any amount owed to worker shall be submitted to binding arbitration as provided in Texas Prevailing Wage Law. Provisions of said law shall be enforced as applicable.

**RETAIATION PROHIBITED**
It is duty of contractor to insure that no worker employed in performance of a contract administered by TTU System is discharged or otherwise discriminated against because such employee filed a complaint or testified in connection with an investigation of a possible violation of Texas Prevailing Wage Law.

**PUBLIC INFORMATION**
Subject to provisions of Article 6252-17A, Vernon’s Annotated Texas Statutes, all information collected, assembled, or maintained by the TTU System pursuant to law or in connection with transaction of official business is public information and available to public.

**ADDITIONAL STATE AND FEDERAL LAWS**
In addition to Texas Prevailing Wage Law administered by TTU System, there is a number of or state and federal labor laws administered by various or agencies that may apply to construction of public works in Texas. Among those are:

- Texas Pay Day Law, Article 5155, et. Seq. Vernon's Civil Statutes
- Texas Minimum Wage Act of 1970, Article 5159(d) Vernon's Civil Statutes
- Texas Eight Hour Day Law, Article 5165, et. seq. Vernon's Civil Statutes
- Texas Human Relations Commissions Act
- Davis-Bacon Act, 40 USCA Section 276 (applies by its terms to federally-financed or assisted construction)


DEFINITIONS RELATING TO PREVAILING WAGE RATES

The following words and terms, when used herein, shall have following meanings, unless context clearly indicates otherwise.

**Affidavit** - A statement in writing of a fact signed by a party making statement, sworn to before an officer authorized to administer oaths, and officially certified by officer.

**Apprentice** - A worker employed in an apprenticeship program to learn a specific trade or craft who works under supervision of a qualified and experienced worker. A person who labors in interests and for benefit of an employer, but due to inexperience, product of his/her labor is inferior to that of an experienced worker. A person who learns, according to a written or oral apprenticeship agreement, a recognized skilled trade or craft. An apprentice may be paid less than journeyman’s wage rate for work done, but not less than sixty percent (60%) or level of progress rate agreed upon for apprenticeship program, whichever is greater. The term apprentice, is a synonym for trainee.

**Apprenticeable Trade or Craft** - A skilled trade or craft that involves manual, mechanical or technical skills and knowledge customarily learned in a practical way through a structured, systematic program of on--job supervised training and requires related instruction to supplement on--job training.

Apprenticeability of a particular craft or trade is best evidenced by its acceptability for registration as a trade by a State apprenticeship agency or Federal Bureau of Apprenticeship and Training.

**Apprenticeship Program** - A plan containing all terms and conditions for qualification, recruitment, selection, employment and training of apprentices. A typical apprenticeship program may require one or more years of on--job training through job experience supplemented by related instruction, prior to being considered a qualified skilled worker.

**Apprenticeship Agreement** - Provisions of apprenticeship agreement regularly include length of apprenticeship; a progressive scale of wages; work processes to be taught; and amount of instruction in subjects related to craft or trade, such as characteristics of materials and tools, blueprint reading, estimating, mathematics, and physics.

**Burden of Proof** - duty to produce sufficient and credible evidence that a given fact is true.

**Complaint** - A notice of an alleged violation of Act given by a worker, laborer or mechanic employed under a public works contract to Director of Operations Division. An employee who brings a complaint for failure to pay established prevailing wages bears burden of proving that he performed work for which he was not properly compensated.

**Day** - means a calendar day.

**Helper** - A semiskilled worker who performs a variety of duties to assist a journeyman worker is a helper. A helper assists a journeyman worker by performing such duties as furnishing a journeyman worker with materials, tools, and supplies; cleaning work area, machines, and equipment; feeding machines; holding materials or tools; and performing or routine duties. A helper may use tools of trade in performing routine duties at and under direction and supervision of a journeyman. A helper may learn a trade but does so without an agreement with employer that such is purpose of his relationship. Consequently, title helper is sometimes used as a synonym for apprentice, but that is incorrect. A helper is assigned to same classification as journeyman worker assisted (e.g.: bricklayer helper). A helper may be paid less than journeyman’s wage rate for work done, but not less than sixty percent (60%).

**Instructor** - A term applied to workers who instruct new employees in operations by giving on--job training. Workers are classified according to major work assignments.

**Journeyman Worker** - A term applied to an experienced worker. A worker who has completed a specified training program as an apprentice in learning a trade or craft, or who can give written proof of a specified number of years of 90 qualifying experience for such trade or craft. A worker who is capable of independent work, and of supervising and directing lesser skilled workers.
Laborer - An unskilled or semiskilled worker whose duties are manual or physical in nature is a laborer. A laborer assists workers engaged in any job classification and may perform any combination of duties and tasks to assist workers involved in construction work. A laborer may on occasion use tools of trade at or under direction and supervision of a journeyman. A laborer may be sub-classified according to experience and difficulty of tasks performed as well as usual and customary practice in locality.

Leader - A term applied to a worker who takes lead and gives directions to workers while performing same duties as workers. Regularly performs all tasks of workers in group. Supervisory functions are secondary to production duties performed and a leader is assigned to same classification as workers led. A leader is sometimes used as a synonym for a Working Foreman.

Locality - means city, town, county or subdivision of State in which work is to be performed.

Overtime - Work required of an employee in excess of forty (40) hours in any workweek in which worker is employed is considered overtime. Overtime shall be paid for all hours in excess of forty hours in such workweek at a rate not less than one and one-half times worker’s basic rate of pay.

Supervise and Direct - Means to coordinate activities of workers engaged in construction; to assign duties and examine work for exactness and conformance; to read and interpret work schedules and specifications to workers; to instruct workers in use and operation of tools and equipment; to establish and adjust work goals. A journeyman worker may not supervise and direct work of any combination of more than two apprentices, trainees or helpers.

Wage - Determination - includes original decision set forth in wage rate schedule and any subsequent decisions modifying, correcting or otherwise changing provisions of original decision.

Wages - means hourly rate of pay. Includes both basic hourly wages and (if applicable) supplemental hourly wages in form of fringe benefits or cash equivalent. Wages do not include employer’s contributions to social security programs, unemployment insurance, or like.

Willful - Employer or employer's representative acts willfully with respect to claim for prevailing wages if party knows or has reason to know that his employees are subject to provisions of Texas Prevailing Wage Law and conduct is deliberate, voluntary and intentional as distinguished from conduct committed through inadvertence, accident or by ordinary negligence.
ATTACHMENT C

MASTER AGREEMENT
JOB ORDER CONTRACT SERVICES

Parties. In this Contract, the term “Contractor” refers to ________________, and the terms “University,” and “TTU” refer to Texas Tech University.

BACKGROUND

Contractor is a qualified firm that provides construction goods or services TTU may need from time to time.

Contractor has submitted a proposal to TTU’s Request for Proposal number ____ and TTU has found Contractor is a construction service provider that provides best value for TTU.

TTU wants to enter this Master Agreement (“Agreement”) with the Contractor so that the Contractor may perform Job Order Contract (“JOC”) services for TTU.

After execution of this Agreement, TTU may request goods or services from the Contractor under the term of this Agreement and enter into JOCs as further defined under this Agreement.

The terms and conditions of the TTU Request for Proposals number _____ is made a part of this Agreement and incorporated by reference to the extent the terms in the RFP are not contrary to the terms and condition of this Agreement. The General Terms and Conditions of this Agreement govern any JOC with Contractor and any resulting Purchase Order.

1. DEFINITIONS

1.1 Adjustment Factor - A competitive proposal adjustment to be applied to each construction task is listed in the Construction Task Catalog®.

1.2 Change Order - a contractual document that is legally binding on both parties, authorizing changes to the scope of the original JOC.

1.3 Construction Task Catalog® - A document containing preset unit prices for a variety of construction related tasks. Unit prices are for stated unit of measure, are calculated using local labor, material, and equipment costs, and are, unless otherwise stated, for complete in-place construction. Unit prices are for direct cost of construction only.

1.4 Contractor - shall mean individual, partnership, corporation, or other entity awarded a Master Agreement resulting from this RFP. The terms “Proposer” and “Contractor” may be used interchangeably in the RFP.

1.5 Contractor Representative - the lead representative of the Contractor for each JOC. The Contractor Representative has the authority to make project decisions for the company.

1.6 Detailed Scope of Work - the specifications, drawings, clarification documents for a JOC, which contains sufficient detail to determine quantities, quality, and time for performance.

1.7 Economic Price Adjustment - an annual modification to the Adjustment Factors as a result of changes in construction costs.

1.8 Job Order Completion Time - duration, in calendar days, required by the Contractor to complete the scope of work.

1.9 Job Order Contract (“JOC”) is a definite quantity contract pursuant to which a contractor will perform an individual project at specified location.

1.10 Job Order Price - is determined by multiplying preset unit prices by appropriate quantities and by appropriate Adjustment Factor. Job Order Price shall be a lump sum, fixed price to complete the Detailed Scope of Work.

1.11 Job Order Price Proposal - A price proposal prepared by contractor that includes Pre-priced Tasks, Non Pre-priced Tasks,
quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work. Proposal documents shall include a Construction Task Catalog® containing construction tasks with preset unit prices. All unit prices are based on local labor, material, and equipment prices, and are for direct cost of construction.

1.12 **JOC Documents** - shall mean documents that form the JOC between the University and the Contractor. Contract Documents consist of the JOC, the Purchase Order, the Master Agreement, Detailed Scope of Work, Job Order Price, Delivery Schedule, and any Change Orders issued for the JOC.

1.13 **Master Agreement** - the prevailing terms and conditions that will govern the series of JOCs for the duration of the term. The Master Agreement will be awarded from this RFP and may be awarded to more than one contractor.

1.14 **Non Pre-Priced Tasks** - those tasks not found in the Construction Task Catalog® (CTC).

1.15 **Normal Working Hours** - Monday through Friday 7:00 am to 4:00 pm except University holidays.

1.16 **Other Than Normal Working Hours** - Hours: Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and holidays.

1.17 **Pre-Priced Tasks** - an item of work included in the Construction Task Catalog® (CTC) for which a unit price is given.

1.18 **Project Manager** - the University staff member responsible for the oversight and management of each JOC. The Project Manager will be identified in the JOC for each JOC.

1.19 **Proposal** - A set of documents including at least: (1) a Job Order Price Proposal; (2) a Proposed Project Schedule; (3) a list of proposed subcontractors in the required HUB Subcontracting template form; (4) sketches, drawings, or layouts; and (5) technical data or information on proposed materials or equipment.

1.20 **Proposed Project Schedule** - a schedule delivered by the Contractor, along with the Job Order Price Proposal and the Detailed Scope of Work, which will determine the estimated timeline for completion of an individual JOC.

2. **GENERAL TERMS**

2.1 **Contract Documents**

For all intents and purposes, Contract Documents are intended as complete and exclusive statement of agreement between the University and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to subject matter of this Agreement. The terms and conditions of any purchase order, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of terms and conditions of this Agreement will be of no force or effect, nor will they govern in any way subject matter of this Agreement, unless set forth in writing and signed by both parties.

2.2 **Term**

This Agreement will begin February 1, 2013 and will end January 13, 2014.

2.3 **Renewal Options**

This Agreement may be renewed for four additional one-year terms after written approval of both parties at least 60 days prior to the last day of the term. Prior to each renewal, the Parties may agree to adjust the Construction cost indexes to reflect percentage increases or decreases. Contractor must request any increase in writing no later than 30 days from end of term.

2.4 **Time of Performance**

2.4.1 Time is of the essence in rendering the services under this Agreement. The Contractor agrees to perform all obligations and render services set forth per this Agreement and the JOC in accordance with schedules mutually agreed upon by both parties.

2.5 **Default**
2.5.1 In the event that Contractor fails to carry out or comply with any of terms and conditions of this Agreement the University may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within ten days; and in event that the Contractor fails to remedy the failure or default within ten day period, the University will have the right to cancel this Agreement with the Contractor.

2.5.2 The following events will constitute a material breach by the Contractor. If any of these events occur the Contractor will immediately notify the University:

2.5.2.1 Contractor ceases its business operation;
2.5.2.2 Contractor makes a general assignment for the benefit of creditors; or
2.5.2.3 Contractor is adjudged bankrupt, or become insolvent.

2.5.3 Cancellation of this Agreement, under any circumstances whatsoever, will not effect or relieve the Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Agreement or JOC and such cancellation by the University will not limit any of the University’s rights or remedies available at law or in equity.

2.6 Termination

2.6.1 For Convenience. The University may terminate this Agreement without breaching the Agreement for any reason, prior to or during performance of any work.

2.6.2 Payment after termination. The Contractor will be paid for allowable material and labor costs incurred up to the date of termination. The University will not be liable for payment to the Contractor related to the terminated portion of the work under a JOC or any work performed or costs incurred after the date of termination of this Agreement. The Contractor may not claim lost profits or business opportunities.

2.6.3 End of Work. If the University terminates this Agreement, the Contractor will stop all work under all JOCs, place no further subcontracts or orders for materials or services, terminate all subcontracts, and cancel all materials and equipment orders.

2.6.4 Supplies previously purchased. The Contractor will protect and preserve all supplies and materials purchased before date of termination that cannot be returned. These must be delivered to the University at a place to be determined by the Project Manager.

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

2.7 Payment

2.7.1 Prior to ten days before end of each month during term of this Agreement, the Contractor will submit to the University an application for a progress payment covering services performed to that date under the JOC, and the application must be justified by lien waivers, forms, statements, invoices, and payroll reports that the University may reasonably require to support the amount requested. The University will, within thirty days from date it receives the application and supporting documentation for payment, approve or disapprove amount. If the University approves the amount or any portion of the amount, it will promptly pay to Contractor the approved amount if the Contractor is not in breach of or in default under this Agreement. If the University disapproves any amount requested by Contractor, the University will give Contractor specific reasons for its disapproval in writing.

2.7.2 To insure the proper performance of this Contract, the University will retain five percent (5%) of each progress
payment until final completion and acceptance of all Work covered under the JOC.

2.7.3 Cumulative amounts of monthly progress payments as set forth in this Section will not exceed the amount of the Contractor’s total price on JOC, previously approved and accepted by the University.

2.7.4 Ten days after final completion and acceptance of goods or services by the University or as soon as possible, the Contractor will submit a final request ("Final Pay Request") which will set forth all amounts due and remaining unpaid to the Contractor and after approval by the University. The University will pay to the Contractor amount due ("Final Payment") under such Final Pay Request.

2.7.5 The University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to the Contractor under this Agreement or any JOC resulting from this Agreement if any one or more of following conditions exist:

2.7.5.1 The Contractor is in breach or default;

2.7.5.2 Any part of such payment is attributable to goods or services, which are not performed in accordance with this Agreement or Detailed Scope of Work under JOC;

2.7.5.3 The Contractor has failed to make payments in accordance with Texas Government Code 2251.023 to its consultants, subcontractors, suppliers, or other third parties used in connection with goods or services for which the University has made payment to the Contractor; or

2.7.5.4 If the University, in its judgment, determines that a portion of a progress payment remaining unpaid will not be sufficient to complete goods or services in accordance with this Agreement, no additional payments will be due to the Contractor under this Agreement or resulting JOC unless and until the Contractor, at its sole cost, performs a sufficient portion of goods and services so that such portion of compensation remaining unpaid is determined by the University to be sufficient to so complete goods and services.

2.7.6 No partial payment made under this Agreement and any resulting JOC will be or construed to be final acceptance or approval of that part of goods or services to which such partial payment relates or relieve the Contractor of any of its obligations under this Agreement.

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

2.7.8 Acceptance of Final Payment will constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at time of Final Pay Request.

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

2.7.10 Invoices must reference the University purchase order number and must comply in every detail with this Agreement and the JOC.

2.8 Agreement Amendments

This Agreement may only be amended during the term by mutual written consent of parties. All correspondence regarding modifications or amendments to Agreement must be forwarded to TTU Office of Procurement Services, P.O. Box 1094, Lubbock, TX 79409, for prior review and approval.

2.9 Independent Contractor Status
The Contractor recognizes that it is an independent contractor under this Agreement and acknowledges that the University will have no responsibility to provide transportation, insurance or fringe benefits associated with employee status. The Contractor, in accordance with its status as an independent contractor agrees that it will conduct itself in a manner consistent with such status, that it will not hold itself out as an officer, partner, employee or agent of the University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University. The Contractor is responsible for all income taxes required by applicable law.

2.10 Compliance with Law


2.11 University's Right to Audit

At any time during the term of this Agreement and for a period of four years after the termination of this Agreement the University or a duly authorized audit representative of the University, or of the State of Texas, at its expense and at reasonable times, has the right to audit the Contractor's and subcontractors records and books relevant to all services provided under this Agreement. In the event such an audit by the University reveals any overpayments by the University, the Contractor will refund the University the full amount of the overpayments within 30 days of such audit findings. Or The University, at its option, may deduct the amount of overpayment from any payments due to the Contractor.

2.12 Acceptance of Products and Services

All products furnished and all services performed under this Agreement and any resulting JOC will be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of this Agreement and the JOC. The University has the right to inspect all products furnished or services performed, and to determine the quality, acceptability, and fitness of such products or services.

2.13 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 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 such procedures as may be prescribed by State Comptroller of Public Accounts.

2.14 Insurance

2.14.1 The Contractor must, prior to commencement of any JOC work, must provide the University with Certificates of Insurance the amounts below and must maintain such coverage in effect for the term of this Agreement.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.14.1.1 Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>2.14.1.2 Employer’s Liability</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>2.14.1.3 Comprehensive General Liability:</td>
<td></td>
</tr>
<tr>
<td>each occurrence</td>
<td>$ 1,000,000.00</td>
</tr>
<tr>
<td>in aggregate</td>
<td>$ 1,000,000.00</td>
</tr>
</tbody>
</table>
2.14.1.4 Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)

   Bodily Injury: $1,000,000.00 each person
   Property Damage: $1,000,000.00 each occurrence

2.14.1.5 Owner’s and Contractor’s Protective $1,000,000.00

2.14.1.6 Builder’s Risk Full value of each JOC

2.14.2 Contractor will deliver to the University:

2.14.2.1 Certificates evidencing the existence of all insurance promptly after execution of this Agreement and thirty days prior to any performance of any services to be performed by Contractor under any JOC; and

2.14.2.2 Certificates will name the University as an additional insured, with the exception of Workers' Compensation and Employer's Liability, and will provide that the policies will not be canceled until after 30 days' unconditional, unqualified written notice to the University.

2.14.2.3 Insurance policies required under this Agreement must be kept in force for periods specified as follows:

2.14.2.4 Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective must be kept in force until Contractor receives final payment by University;

2.14.2.5 Workers' Compensation Insurance must be kept in force until Contractor's obligations have been fully performed under this Agreement and any JOCs and accepted by the University.

2.15 Indemnification

2.15.1 Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

2.15.2 The indemnification under Section 2.15 will survive termination of this Agreement, any JOC or purchase order.

2.16 Force Majeure

If the University or the Contractor is delayed at any time in performance of its obligations under this Agreement or any resulting JOC due to strikes, fire, unusual delay in deliveries, unavoidable casualties, or causes beyond such party’s reasonable control and which could not have been reasonably anticipated by such party, the time for performance of the party will be extended by one day for each day of delay.
2.17 No Inducements

The Contractor will not directly or indirectly give or pay any portion of the benefits, payments or consideration received by the Contractor for performance of services associated with this Agreement, to any employees, elected or appointed officers or representatives, or any or person identified as an agent of, or employee of the State of Texas.

2.18 Non-Disclosure

The Contractor and TTU acknowledge that the Contractor’s and the University’s employees may, in the performance of the Agreement and any resulting JOC come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the University unless required by law.

2.19 Publicity

The Contractor will not publicize this Agreement or disclose, confirm or deny any details of it 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 prior express written approval of the University.

2.20 Severability

Should any section in this Agreement, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any or provision of the Agreement, and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein.

2.21 Non-Waiver of Defaults

The University’s failure at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair the University’s right at any time to avail itself of same.

2.22 Assignment

Neither this agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by the University. The Contractor will not subcontract any portion of services encompassed by this agreement without the University’s prior written approval. The University will not be required to recognize any assignment or subcontract made without the University’s prior written approval, and any such assignment by the Contractor will be wholly void and ineffective for all purposes unless made in conformity with this section.

2.23 Assignment of Overcharge Claims

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

2.24 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 Agreement and shall have no right of access to any other facilities of the University.

2.25 Observance of University Rules and Regulations

The Contractor agrees that at all times its employees will observe and comply with all regulations of facilities, including but
not limited to, no smoking, and parking and security regulations.

2.26 Section Headings

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

2.27 Notices

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

If notice goes to Contractor, address it to Contractor's last known mailing address.

____________________
____________________
____________________

If notice goes to the University, address it to:

Jennifer Adling
Director of Procurement Services
360 Drane Hall
PO Box 41094
Lubbock, TX  79409-1094

With copy to

Hugh Cronin
Assistant Vice President for Operations
PO Box 42004
Lubbock, TX 79409-2004

2.28 Governing Law

This Agreement, including, without limitation, any resulting JOC or purchase order, will be construed and governed by laws of State of Texas.

2.29 Work by the University

The University reserves the right to perform the same type or similar work as contracted for under the JOCs, resulting from this Agreement. To do so will not breach or otherwise violate this Agreement or the JOC.

2.30 Sex Offenders

All sex offenders required to register with local law enforcement authorities under chapter 62 of Texas Code Of Criminal Procedure and who intend to work or carry on a vocation (full-time or part-time) on any campus of Texas Tech the University System for a consecutive period exceeding 14 days or for an aggregate period exceeding 30 days in a calendar year are required to register (or verify registration) with law enforcement authority for campus security in accordance with article 62.064 of Texas Code Of Criminal Procedure within seven days of beginning work on any campus of Texas Tech the University System. In addition, such sex offenders are required to notify law enforcement authority for campus security within seven days of terminating work on any campus of Texas Tech the University System. For additional information, please contact the University Police Department, 2901 4th St., Lubbock, TX 79409, 806-742-3931.

2.31 Cancellation
THE UNIVERSITY SHALL HAVE RIGHT TO CANCEL THIS AGREEMENT AT THE END OF CURRENT FISCAL PERIOD IF FUNDS ARE NOT APPROPRIATED FOR THE NEXT FISCAL YEAR TO CONTINUE THIS SERVICE. THE UNIVERSITY MAY EFFECT SUCH CANCELLATION BY GIVING THE CONTRACTOR 30 DAYS WRITTEN NOTICE PRIOR TO END OF THE CURRENT FISCAL PERIOD. UPON CANCELLATION OF THIS AGREEMENT AS STIPULATED IN THIS PARAGRAPH, THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY SERVICES RECEIVED WHICH OCCUR AFTER THE END OF CURRENT AGREEMENT PERIOD. THIS AGREEMENT CAN BE CANCELED DUE TO NON-PERFORMANCE IF CONTRACTOR DOES NOT PROVIDE SERVICES SPECIFIED IN THIS CONTRACT.

2.32 Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 will be used, as further described herein, by us and you in an attempt to resolve any unresolved claim for breach of an Agreement arising under the Agreement and made by you.

2.32.1 The Contractor’s claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the Contractor will submit written notice, as required by Subchapter B, to the Director of Procurement Services. The notice will specifically state that the Contractor are invoking the provisions of Chapter 2260, Subchapter B. A copy of the notice will also be given to all the University’s and the Contractor’s other representatives that are otherwise entitled to notice under this Agreement. The Contractor’s compliance is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.

2.32.2 The contested case process provided in Government Code Chapter 2260, Subchapter C, will be the Contractor’s sole and exclusive process for seeking a remedy for an alleged breach of Agreement by the University if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the Contractor consent to sue under Chapter 107 of the Civil Practices and Remedies Code.

2.32.3 Neither the execution of this Agreement by the University nor any other conduct of any of the University representatives relating to the Agreement will be considered a waiver of our sovereign immunity to suit.

2.32.4 The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect the University’s right of ability to bring suit against the Contractor for disputes arising under this Agreement, nor will it affect the University’s ability to assert all claims and defenses in a lawsuit.

2.32.5 Pursuant to Chapter 2260, the submission, processing and resolution of the Contractor’s claim is governed by the published rules adopted by the Texas Attorney General’s Office, as currently effective, hereafter enacted or subsequently amended.

2.32.6 An event or claim for breach of Agreement is not grounds for the Contractor to suspend performance under this Agreement.

2.33 Certifications

2.33.1 The Contractor is not currently delinquent in the payment of any debt or taxes owed the State of Texas.

2.33.2 Pursuant to Section 231.006, Family Code, re: child support, the Contractor is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.”
2.33.3 The Contractor has not given, offered to give, nor intend 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 this Agreement.

2.33.4 The Contractor and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

2.33.4.1 The Contractor agrees to comply with Government Code 2155.4441, pertaining to service agreement use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

2.34 Non-Solicitation. The Contractor acknowledges that during the course of this Agreement, it will necessarily be introduced to and become familiar with our employees, and with their skills and capabilities. The Contractor agrees that for the duration of the Agreement, it will not solicit any person who is known by you to be an employee of TTU Physical Plant department to become its employee to work in an enterprise or business with the Contractor or in which the Contractor has an ownership or investment interest. Additionally, the Contractor agrees not to hire or promise to hire any of TTU’s Physical Plant current employees for the duration of the Agreement.

Contractor

By ________________________

___________________________

Date

TTU

By _________________________

____________________________

Date
DATE

Mrs. Jennifer Adling  
Managing Director, Procurement Services  
Texas Tech University  
Box 41094  
Lubbock, Texas 79409

Re: Historically Underutilized Business Plan for Job Order Contract  
RFP Number 2013-530

Dear Mrs. Adling:

In accordance with the requirements outlined in the Request for Proposal specification section 2.6 “HUB Subcontracting Plan,” I am pleased to forward this HUB Subcontracting Plan, Letter of Commitment as an integral part of our proposal response to the RFP for Job Order Contract.

I have read and understand the Texas Tech University Policy on Utilization of Historically Underutilized Businesses (HUBs) and the State of Texas Comptroller’s guidelines.

Good Faith Effort will be documented with each Job Order Contract package and will contain a completed HUB Subcontracting Plan with each JOC package.

An updated HUB Plan will be submitted for each monetary change order and also at the completion of each JOC. Documentation of subcontracted work will be provided with each pay request.

I will submit a completed HUB Subcontracting Plan with each package and will comply with all regulations relating to HUB Subcontracting.

Sincerely,

(Contractor’s Name)

cc: Project Manager