

BIDDER AGREES TO COMPLY WITH ALL TERMS & CONDITIONS OF THIS IFB

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:

University of North Texas Health Science Center (UNTHSC) Purchasing Department 3500 Camp Bowie Boulevard Fort Worth, TX 76107-2699

OR

HAND DELIVER OR OVERNIGHT/EXPRESS MAIL TO: University of North Texas Health Science Center (UNTHSC) Purchasing Department, EAD-600 3500 Camp Bowie Boulevard Fort Worth, TX 76107-2699

INVITATION FOR BID

PAGE 1 OF _____

DATE

University of North Texas HEALTH SCIENCE CENTER at Fort Worth

06-2855/8/06

▼ FAILURE TO SIGN WILL DISQUALIFY BID ▼

BID OPENING:

BID NO:

AUTHORIZED SIGNATURE

PRINT NAME HERE:

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder gualifies as a Texas bidder as defined in TAC Rule 113.2 (68).

BID F.O.B. UNTHSC CENTRAL RECEIVING UNLESS OTHERWISE SPECIFIED BELOW

UNTHSC Central Receiving 3420 Darcy Street Fort Worth, Texas 76107-2699

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

DELIVERY IN ____ DAYS, CASH DISCOUNT ____ % ___ DAYS

BIDDER MUST FILL IN VENDOR INFORMATION INCLUDING IDENTIFICATION NUMBER

Vendor ID or EIN No.			
Company Name			
Address			
City	State	Zip	
Phone Number	Fax Number		
Contact Name	Email Address		
Contact Phone Number	Fax Number		
In case of tie bids, one or more preferences descril Tie bids which canot be resolved by applica			
eck below to claim a preference under TAC rule 113.8	1 b T M b. d. a		
Supplies, materials or equipment produced in TX/offered Agricultural products produced or grown in TX	by IX bidder*		
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 environn	nentally sensitive materials including recyc	led steel	
Energy Efficient Products			
Rubberized asphalt paving material			
Recycled motor oil and lubricants Products produced at facilities located on formerly conta	minated property		
Products and services from economically depressed or t			
i roducta and services norm economically depressed of t	ongineu areas		

() Vendors that meet or exceed air quality standards



TERMS AND CONDITIONS OF BID

1. BIDDING REQUIREMENTS:

- 1.1. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the rules and regulations of University of North Texas Health Science Center (UNTHSC) and the requirements of this form.
- 1.2. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3. Bids must be time stamped at UNTHSC Purchasing on or before the hour and date specified for the bid opening.
- 1.4. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the bidder in a contract.
- 1.5. Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6. Bid prices are requested to be firm for UNTHSC Purchasing acceptance for 90 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, the bidder's name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or bidder's authorized agent. No bid can be withdrawn after opening time without approval by UNTHSC Purchasing based on an acceptable written reason.
- 1.9. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. AWARD NOTICE: The UNTHSC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of UNTHSC and to reject any and all bid items at the sole discretion of UNTHSC. UNTHSC also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of UNTHSC and the State. Any contract may also be extended up to three months at the sole discretion of UNTHSC.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by UNTHSC Purchasing and/or investigation for antitrust violations.
- 1.12. FAXED bids will not be considered. Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE. HUB Subcontracting Plans (where required) must be submitted in a separate sealed container and clearly marked as to its contents
- 1.13. Inquiries pertaining to Invitation For Bids (IFB) must give bid number, and opening date.

2. SPECIFICATION:

- 2.1. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, Sec. 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2. Unless otherwise specified, items from bid shall be new and unused and of current production.
- 2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4. Samples, when requested, must be furnished free of expense to UNTHSC. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and bid number. Do not enclose in or attach bid to sample.
- 2.5. UNTHSC will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 3. TIE BIDS: Awards will be made in accordance with TAC Rule 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY:

- 4.1. Show number of days required to place material in UNTHSC's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2. If delay is foreseen, the successful bidder (sometimes referred to herein as "vendor") shall give written notice to UNTHSC. Vendor must keep UNTHSC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTHSC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3. No substitutions permitted without written approval of UNTHSC Purchasing.
- 4.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from UNTHSC.
- 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by UNTHSC and the State. Authorized UNTHSC and State personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at UNTHSC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF CONTRACT: A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a UNTHSC purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007,2157.003 shall also be considered in making an award when specified. Venue for any action arising out of the resulting contract shall be in a court of competent jurisdiction in Tarrant County, Texas.
- 7. **PAYMENT:** The vendor shall submit an itemized invoice showing UNTHSC purchase order number on all copies. UNTHSC will incur no peanlty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

TERMS AND CONDITIONS OF BID (continued)

- 8. **PATENTS OR COPYRIGHTS:** The vendor agrees to protect and indemnify UNTHSC and the State from claims involving infringement of patents or copyrights.
- 9. VENDOR ASSIGNMENTS: Vendor hereby assigns to UNTHSC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. BIDDER AFFIRMATION: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
 - a. The bidder 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 bid.
 - b. Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - c. Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
 - d. Pursuant to Section 231.006 (d), Family Code re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the resulting contract may be terminated and payment may be withheld if this certification is inaccurate.
 - e. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
 - f. The vendor shall defend, indemnify, and hold harmless UNTHSC, the State of Texas, all of their regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of the contract resulting from this Invitation for Bids.
 - g. Bidder agrees that any payments due under the resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - h. Bidder certifies that bidder is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated.
 - Name of former executive: Name of State agency: Date of separation from State Agency: Position with bidder: Date of Employment with bidder:
 - i. Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
 - j. Bidder understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Bidder further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards.
- 11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach Name & Social Security Numbers for each person. This information must be provided prior to contract award.
 - Name:

Social Security Number:

Name:

Social Security Number:

Name:

Social Security Number:

Name:

Social Security Number:

TERMS AND CONDITIONS OF BID (continued)

- 12. NOTE TO BIDDER: Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disgualification of the bid.
- 13. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects.

If Chapter 2260 applies to this contract, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Contract.

- 14. FUNDING OUT CLAUSE: The Texas Constitution prohibits obligations beyond the current appropriations, which UNTHSC applies annually. Any order or contract resultant of this Invitation for Bids may be canceled at any time without penalty if legislative funds are not appropriated for goods or services obligated beyond the current fiscal year (September 01 through August 31 of any given year).
- 15. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act")
- 16. TECHNOLOGY ACCESS CLAUSE: The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase
 - is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - a) Providing equivalent access for effective use by both visual and non visual means;
 - b) Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
 - c) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

- **16.1** Exemption Declaration: Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."
- 17. CANCELLATION: Items or orders may be cancelled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNTHSC for some other reason through no fault of the vendor, the vendor will be contracted.
- 18. Compliance with Law and UNTHSC's Rules: (a) Vendor is fully informed concerning and is full compliance with its obligations, if any, under the following: (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (2) Executive Order 11701, as amended; (3) Executive Order 11246, as amended; (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60¬250, as amended; and (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended. (b) If this Purchase Order requires the presence on UNTHSC's premises of Vendor's employees, agents, subcontractors or suppliers, Vendor shall cause such parties to comply with all applicable rules of UNTHSC, including without limitation those relative to environmental quality, safety, and fire protection.
- 19. The parties understand and agree that this purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by on party to the other, this contract may be terminated by either party upon written notice to the other party.
- Federal Funds: All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB)

Educational Institutions (even if part of a State or local government) follow: OMB

A-21 for cost principles

A-110 for administrative requirements, and

A-133 for audit requirements

http://www.whitehouse.gov/omb/circulars/index-education.html Circulars: Educational and Non-Profit Institutions Documents http://www.whitehouse.gov/omb/circulars/a110/a110.html OMB Circular A110 http://www.epls.gov/ Excluded Parties List (Debarred Bidders List)

All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.

20.1 SUSPENSION, DEBARMENT, AND TERRORISM: VENDOR FURTHER CERTIFIES THAT THE VENDOR AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT VENDOR IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT VENDOR IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT HTTP://WWW.EPLS.GOV.

913-94

FURNISH LABOR AND MATERIALS for Parking Lot Asphalt Repair, on the University of North Texas Health Science Center's (UNTHSC) campus, per the specifications as provided in this document.

MANDATORY PRE-BID:	November 19, 2010	10:00 AM
SEALED BIDS DUE:	December 02, 2010	3:00 PM

MANDATORY PRE-BID will be conducted on Friday, November 19, 2010 at 10:00 AM, at our main EAD Building 8th floor, suite 810, 3500 Montgomery, Fort Worth, TX 76107.

Submit sealed bids	3
LOCATION:	UNTHSC Purchasing Office
	Christine East, Assistant Director Contract Administration
	3500 Camp Bowie, #600
	Fort Worth, Texas. TX 76107

Sealed bids (original plus one copy and one (1) CD in word format) subject to the specifications, terms and conditions of this INVITATION FOR BIDS will be received before the bid opening time and date shown above. Bids must be returned in a sealed envelope, addressed to the Purchasing Department, UNTHSC and have the bid number, opening date, and company name clearly marked on the outside envelope. Late bids will be returned to the bidder unopened.

HISTORICALLY UNDERUTILIZED BUSINESS GOOD FAITH EFFORT PROGRAM (GFEP): In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

Please answer the following questions:

- 1. If an award is issued, do you plan to utilize a subcontractor for all or any portion of the contract? Yes No _____%
- If yes, what percentage of work will be subcontracted with a HUB?
 What percentage of work will be completed by your company?
- 4. Are you a certified HUB? _____Yes ____No. If yes, please circle the organization or entity with whom certified: Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other
- 5. If yes, please also specify Ethnicity_____; Gender____; CPA VID No _____

If all or any portion of the contract will be subcontracted, the bidder will be required to submit supporting documentation using the reporting forms provided by UNTHSC. All forms must be submitted to UNTHSC within the specified time frames. Failure to do so will cause disgualification of the bid from consideration for award or revocation of any contract awarded because of noncompliance.

The CPA commodity code(s) listed on page five of this IFB is applicable to this bid, and should be used for researching subcontracting opportunities on the CPA's Centralized Master Bidders List (CMBL) when the contractor/vendor anticipates utilization of subcontractors. The CMBL is located on the CPA's website at: http://www.window.state.tx.us/procurement/.

NOTE: Prime Contractors interested in identifying other potential HUBs for subcontracting opportunities may contact Sylvia Briones, Assistant Director HUB Administration, at 817-735-2684 for assistance.

REFERENCES: The reference section must be filled out completely. Failure to do so or references giving unsatisfactory recommendations will be reason to disqualify the bid. If the references given are not, in the opinion of the UNTHSC Purchasing Office, applicable to a contract of this magnitude, the Purchasing Office may contact other firms with whom the bidder has or is currently providing service as a means of validating compliance or proving noncompliance with references requirement.

Please reference three (3) businesses (preferably large businesses, Colleges, or Universities or Companies that you have constructed similar projects for) that have used your services within the past three (3) years under your current business name. UNTHSC may not be listed as a reference.

COMPANY NAME: (1)	
PERSON TO CONTACT	
COMPANY ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	
COMPANY NAME: (2)	
PERSON TO CONTACT	
COMPANY ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	
COMPANY NAME: (3)	
PERSON TO CONTACT	
COMPANY ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	

TERMS AND CONDITIONS

PURCHASE ORDER: A purchase order shall be generated by the UNTHSC Purchasing Office to the successful bidder. Terms and conditions of this IFB shall be incorporated by reference into any purchase order issued.

PAYMENTS: Payment will be made 30 after receipt of successful bidder's invoice(s) and approval of UNTHSC personnel. Vendor shall be responsible for referencing the purchase order number(s) resulting from this Invitation for Bid on any packing list(s), invoice(s), correspondence, etc. Invoicing must coincide with prices quoted. Individual invoices per purchase order will be required due to varied funding sources. FOR SERVICES ONLY: Partial month's service, if applicable, must be prorated on a thirty (30) day basis. The vendor is responsible for assuring the invoice(s) are received in the Accounting Department for processing of payment. Vendor shall mail invoice(s) to:

ACCOUNTING DEPARTMENT (Attn: Accounts Payable) UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER 3500 CAMP BOWIE BLVD FORT WORTH TX 76107-2699 817.735.2530

COMPLAINTS

Purchasing will keep a written record of all complaints from departments regarding service resultant from this Invitation for Bid. Should at any time UNTHSC become dissatisfied with the service, the vendor will be notified by the Purchasing Department regarding problems that have occurred. Purchasing may require the vendor to contact the end user directly for resolution of the complaint(s). A specific date by which problems related to the contract must be corrected will also be given. Should contractor fail to respond within allotted time and problems/complaints continue, UNTHSC Purchasing Department may cancel the contract and re-award balance of the contract or readvertise the service.

WARRANTIES

1. The successful bidder (or hereinafter sometimes referred to as "Contractor) represents and warrants to UNTHSC that the services provided under this Agreement will be performed in a good and workman-like manner in accordance with industry standards and all state and federal laws and regulations. In addition, Contractor represents and warrants that Contractor and its personnel hold and shall continue to maintain any and all licenses or certifications required under law to perform the services herein. CONTRACTOR shall provide upon execution of the Agreement and at other times designated by UNTHSC evidence of all licenses or certifications required under law.

2. Contractor warrants, represents, covenants, and agrees that the work to be performed under this Agreement will be accurate and free from any material errors. The Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the UNTHSC nor shall the Contractor be released from any liability by reason of such approval by the UNTHSC, it being understood that the UNTHSC at all times is ultimately relying upon the Contractor's skill and knowledge in performing the work under this Agreement. The Contractor warrants and agrees that it shall, at its own cost, make good any defects in the work performed under this Agreement as soon as the Contractor becomes aware of such defects or is notified of such defects. Should the Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then UNTHSC shall be entitled to make good such defective work at the expense of the Contractor This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective work which UNTHSC may have at law or in equity.

INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS 1. AGENTS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNTHSC, AND HOLD HARMLESS THE UNTHSC AND THE UNIVERSITY OF NORTH TEXAS SYSTEM, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE UNTHSC, AND THEIR RESPECTIVE OFFICERS. DIRECTORS. REGENTS. PARTNERS. EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY KIND. WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE WORK PURSUANT TO THIS AGREEMENT OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE. SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH UNTHSC OR ANY OF THE INDEMNITEES HAS BY LAW.

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

INSURANCE

- 1. Contractor, consistent with its status as an independent contractor, shall carry and require of its subcontractors to carry at least the following insurance in such form, in such companies and in such amounts (unless otherwise specified) as UNTHSC may require.
- (a) Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas, and to the extent necessary to protect UNTHSC against workers' compensation claims;
- (b) Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Medical Payments, Interest of Employees as additional insured's, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- (c) Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by CONTRACTOR, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage

2. Contractor shall provide a copy of insurance certificates with response to this IFB.

Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of this Agreement; and Contractor shall provide notice thirty (30) days prior to any reduction, suspension, or termination of said insurance coverage.

- 3. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
- (a) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor;
- (b) Workers' Compensation Insurance shall be kept in force until the Contractor's Services have been fully performed and accepted by UNTHSC in writing.

SAFETY STANDARDS

All services performed, work accomplished and/or equipment provided will comply with and will be performed in accordance with applicable sections of the NFPA Life Safety Code 101 as required by Title 28, Part 1, Chapter 34, Subchapter C, Rule 34.303 of the Texas Administrative Code, the current National Electrical Code, OSHA standards, current ANSI standards and applicable Texas State and Federal Statutes. Vendors providing a venue for a UNTHSC special event, a summer camp or other UNTHSC sponsored function shall provide proof of compliance with local fire codes applicable to the venue within one year preceding the scheduled event.

The Texas Hazard Communication Act (Chapter 502 Texas Health and Safety Code) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDS's) for hazardous materials sold. Products covered by this Act must either be accompanied by a Material Safety Data Sheet or if MSDS is sent separately, direct MSDS to the safety office and reference the purchase order number, and such products must be labeled in compliance with the law. If the product is not covered under the Act, a statement of exemption must be provided. Designate PO Number on MSDS's.

ENTIRE AGREEMENT

The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between UNTHSC and the Vendor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract, are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

CANCELLATION

This contract is subject to immediate cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the using agency. UNTHSC reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.

The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by UNTHSC shall not limit any other right or remedy available to UNTHSC at law or in equity.

In no event shall such cancellation by UNTHSC as provided for under this Section give rise to any liability on the part of UNTHSC including, but not limited to, any claims of Contractor for compensation for

anticipated profits, unabsorbed overhead, or interest on borrowing. UNTHSC's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination.

DEFAULT

In the event that the vendor fails to carry out or comply with any of the terms and conditions of the contract with UNTHSC, UNTHSC may notify the vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, UNTHSC shall have the right to cancel the contract.

Without limiting the foregoing, the following shall constitute a material breach by the vendor, upon the occurrence of which the vendor shall immediately notify UNTHSC: the vendor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent.

PAYMENT

UNTHSC will, when invoices and supporting documentation are received for payment, approve or disapprove the amount reflected in such invoice, and if UNTHSC approves such amount or any portion of such amount, it shall promptly pay said amounts.

CONTRACT AMENDMENTS

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

INDEPENDENT VENDOR STATUS

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with UNTHSC. UNTHSC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will UNTHSC furnish any medical or retirement benefits or any paid vacation or sick leave.

UNTHSC's RIGHT TO AUDIT

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

ACCESS TO DOCUMENTS

To the extent applicable to this procurement, the contractor shall allow, during and for a period of not less than four (4) years after the contract term, access to this contract and its books, documents, and records; and contracts between contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

ACCEPTANCE OF PRODUCTS AND SERVICES

The successful Vendor will be required to enter into a consulting contract with UNTHSC. The resulting contract, terms, and conditions of this IFB, and the successful Vendor's response shall form the Contract Documents. The Contract Documents shall be the complete agreement between UNTHSC and the successful Vendor and shall supersede all prior agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

TITLE AND RISK OF LOSS

For goods to be provided by vendor hereunder, if any, the title and risk of loss of the goods shall not pass to UNTHSC until UNTHSC actually receives, takes possession, and accepts the goods at the point or points of delivery.

DISPUTE RESOLUTION

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Contract, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Contract.

FORCE MAJEURE

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

OTHER BENEFITS

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

NON-DISCLOSURE

Vendor acknowledges that Vendor or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of UNTHSC. Vendor shall not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Vendor unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources. Vendor agrees that all writings or other materials produced by Vendor relating to the work under the resulting contract shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by UNTHSC, and that Vendor shall not assert any claim thereto. Vendor represents that Vendor and Vendor's employees have no conflict of interest, either direct or indirect, in the Services herein contemplated, and Vendor shall immediately inform UNTHSC should such a conflict or potential conflict arise

QUALIFICATION OF BIDDERS

- 1. Bids shall be considered only from Bidders who, in the judgment of UNTHSC Purchasing, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance, and ready, willing and able to render prompt and satisfactory services.
- 2. Bidder shall have been in business for at least three (3) years continuous service, under the same name and/or tax ID number; and shall have available under his/her direct employment and supervision the necessary personnel, organization and facilities to properly fulfill all the service and conditions required under these specifications. UNTHSC may require documentation to verify this requirement. Failure to provide the information on request will be cause to disqualify the vendor.
- 3. Bidder must have the administrative and fiscal capability to provide and manage the proposed services.
- 4. <u>Financial Statement:</u> The bidder may be required to submit to the Purchasing Office a financial statement which demonstrates adequate financial capability to perform this contract (Dunn Rating or equal). Failure to submit statement within the time specified by UNTHSC or unsatisfactory statement may disqualify the bid.
- 5. Each bidder shall complete the REFERENCES section of this bid and list customers who have contracts for service similar to that specified.

6. UNTHSC may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this Section may also occur at any other time during the effective period of this contract, or any extension/renewal thereof.

EVALUATION CRITERIA

As provided by Section 51.9335 of the Education Code, award will be based on a bid meeting specifications that offers the **best value** to UNTHSC. In determining the successful firm, the firm's compliance with the requirements of the IFB and the following items will be given consideration:

- 1. the purchase price;
- 2. the reputation of the vendor and of the vendor's goods or services;
- 3. the quality of performance of previous contracts or service the extent to which the goods or services meet the institution's needs;
- 4. the vendor's past relationship with the institution;
- the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- 6. the total long-term cost to the institution of acquiring the vendor's goods or services;
- 7. any other relevant factor that a private business entity would consider in selecting a vendor.

WEIGHTS

45% of Evaluation Criteria: <u>Cost</u> - Respondent's proposed rates and mark-up percentages included in any Statement of Work, and overall cost to UNTHSC for the services to be performed.

25% of Evaluation Criteria: <u>Work plan</u> – a written Contractor's plan or approach to managing UNTHSC's institutional projects. Identify staff, time lines, equipment, supplies, subcontract supervision, strategies, reporting, etc. Describe quality control, emergency procedures, and management information reports, capabilities and examples. Provide examples of competence and experience with institutional facility construction repair and remodeling programs. Provide Respondent's safety record supported by accurate and verifiable data.

30% of Evaluation Criteria: <u>Vendor Capabilities</u> – a list of references of current and past customers and Respondent's past performance on other contracts for UNTHSC or other state agencies. Provide list of present construction projects; provide an organizational chart; identify project personnel and qualifications; list of subcontractors (including HUB/CMBL status) typically used. Provide Respondent's demonstrated capability and financial resources to perform the work in the time projected. List all professional memberships and certifications.

BID SUBMITTALS:

<u>All</u> sections of the bid, including those listed below, must be properly completed and submitted with bid. FAILURE TO PROVIDE THE INFORMATION REQUESTED MAY RESULT IN REJECTION OF THE BID.

- 1. References
- 2. Certificate of Insurance
- 3. Pricing
- 4. Complete bid package

UNTHSC reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted, and to accept any part of a bid as deemed in the best interest of UNTHSC.

The resulting pricing, terms and conditions shall be extended to the University of North Texas Health Science Center (UNTHSC), the University of North Texas (UNT), the University of North Texas Dallas (UNTD), the University of North Texas System (UNT System), and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

TERMINATION

A. For Convenience:

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

In no event shall such termination by UNTHSC as provided for under this Section give rise to any liability on the part of UNTHSC including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. UNTHSC's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination. The Texas Constitution (Article XVI, Section 10) prohibits obligations beyond the current appropriations, which UNTHSC applies annually. Any order resultant of this IFB may be canceled at any time without penalty if legislative funds are not appropriated for goods or services obligated beyond the current fiscal year (September 01 through August 31 of any given year).

Contractor shall comply with the Uniform and General Conditions for State of Texas Building Construction Contracts, as adopted and maintained by the Texas General Services Commission. The Uniform and General Conditions for State of Texas Construction Contracts are incorporated herein by reference as if attached hereto or herein repeated. The Uniform and General Conditions for State of Texas Building Construction Contracts are available at http://www.tfc.state.tx.us/communities/facilities/prog/construct/ or contact Jason Hartley in the Facilities Construction Office @ (817)-735-0101.

GOVERNING LAW

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

NON-ASSIGNABLE CONTRACT

This contract shall be between UNTHSC at Fort Worth and the selected vendor. The service provided in this agreement shall not be further assigned to another agency except by express written permission from UNTHSC.

SECTION HEADING

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

GOVERNING LAW

This contract, including without limitation this IFB and any resulting contract or purchase order, shall be in all things performable and enforceable in Fort Worth, Tarrant County, Texas.

SEVERABILITY

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

NON-WAIVER OF DEFAULTS

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

EXCESS OBLIGATIONS PROHIBITED

The Texas Constitution (Article XVL, Section 10) prohibits obligators beyond the current appropriations, which UNTHSC applies annually. This Purchase Order may be canceled at any time without penalty if legislative and / or university funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 01 through August 31 of any given year.)

MISCELLANEOUS

The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transaction associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTHSC Internal Auditors and or the Purchasing Department.

INDEMNIFICATION

Vendor further agrees to indemnify, defend, and hold harmless the University of North Texas Health Science Center at Fort Worth, its Board of Regents, officers and employees from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.

REQUIREMENTS

A. TEXAS WORKERS' COMPENSATION INSURANCE COVERAGE

Labor Code, Section 406.096 Required Coverage for Certain Building or Construction Contractors

a. A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides worker's compensation insurance coverage for each employee of the contractor employed on the public project.

b. Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

c. A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body to the governmental entity.

d. The employment of a maintenance employee by an employer who is not engaged in building or construction as the employer's primary business does not constitute engaging in building or construction.

In this section:

1. "Building or construction" includes:

- A. erecting or preparing to erect a structure, including a building, bridge, roadway, public facility, or related appurtenance;
- B. remodeling, extending, repairing or demolishing a structure; or
- C. otherwise improving real property or an appurtenance to real property through similar activities.

2. "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

The general contractor shall provide the UNTHSC at Fort Worth's Facility & Construction Department with this required information prior to commencement of any onsite work for any specific project as directed in this section. The contractor shall immediately update this information through the project duration if and when new subcontractors are engaged.

B. UNIFORM & GENERAL CONDITIONS FOR STATE OF TEXAS BUILDING CONSTRUCTION CONTRACTS

Contractor shall comply with the Uniform and General Conditions for State of Texas Building Construction Contracts, as adopted and maintained by the Texas General Services Commission. The Uniform and General Conditions for State of Texas Construction Contracts are incorporated herein by reference as if attached hereto or herein repeated. The Uniform and General Conditions for State of Texas Building Construction Contracts are available at http://www.tfc.state.tx.us/communities/facilities/prog/construct/ or contact Jason Hartley in the Facilities Construction Office @ (817)-735-0101.

BONDS

Performance & Payment Bonds

No Payment or Performance Bonds shall be required on contracts of \$25,000.00 or less. If the total Contract Price exceeds \$25,000.00, the Contractor shall execute in accordance with the provisions of Chapter 2253, Texas Government Code, and the following bonds to the Owner.

1. If the contract exceeds \$100,000.00, the Contractor shall execute a Performance Bond in the amount of the total Contract Price conditioned upon the faithful performance of the Contract. Said bond shall be solely for the protection of the UNTHSC.

2. If the contract exceeds \$25,000.00, the Contractor shall execute a Payment Bond in the amount of the total Contract Price, solely for the protection of those supplying labor and materials in the prosecution of the Contract.

3. Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas, acceptable to the Owner, and on forms approved by the Attorney General of Texas. If any surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in this State, the Contractor shall promptly furnish equivalent security to protect the interests of the State of Texas and of persons supplying labor or materials in the prosecution of the Work contemplated by the Contract.

LIQUIDATED DAMAGES

For each and every calendar day of the work that shall remain incomplete after the expiration of the time limit set in the Contract, or as extended by the Owner, the amount per calendar day given in the following schedule will be deducted from the money due or to become due to the Contractor, not as a penalty, but as liquated damages and added expense including administration and inspection costs.

CONTRACTOR REQUIREMENTS UPON AWARD OF BID/NOTICE TO PROCEED

As a condition of the contract, upon receipt of a written notice of any successful bid the Contractor shall prepare and deliver to the Owner within five (5) working days the following items:

A **project schedule** in bar chart form which clearly shows all major project events and work of the contractor and his subcontractors that impact the schedule. This schedule should account for each division of the specifications listed on the "Table of Contents" for the project as well as long lead items from suppliers. The critical path of the project shall be defined. The schedule shall begin on the projected day for project commencement with duration not to exceed the number of calendar days in the contractor's bid, which is the projected day of completion. The contractor shall also show a time period following the completion date for all punch list deficiency corrections which under normal circumstances shall not be longer than seven (7) calendar days.

A **contact list** for the project contractor and each subcontractor with business address, telephone, fax number and office contact person and the name of each field superintendent with his pager, cell telephone, and field office telephone number as applicable. The list shall also delineate the various divisions of work for which each contractor is responsible. After hours-emergency telephone numbers shall be listed for the GC's superintendent as well as the electrical and mechanical superintendent for each project.

Contractor shall provide (3) three **MSDS booklets** for all chemicals being used on the project. One booklet each shall be delivered to the UNTHSC Safety Department and Construction department. The third booklet shall be maintained by the contractor's superintendent at the project site and be readily available for inspection throughout the project's duration upon demand without delay. Additional MSDS sheets shall be incorporated as soon as new products (not already in the booklets) arrive at the project.

Hot work permits

The contractor shall obtain a hot work permit from the Engineering Office for any and all work utilizing an open flame, e.g., torches, burners, etc. and welding (electrical or gas).

Contractor ID's Required

<u>All</u> Contractor and subcontractor employees working on or visiting the project will be required to obtain an ID from UNTHSC's Biomedical Communications Department at a cost of \$10 per ID. The ID must be worn at all times while on campus and be visible. It will include the employee's photograph and name along with the company name. The ID will remain valid for one (1) year or until the conclusion of any project that begins prior to the one-year expiration date.

Project Log

The General or Prime Contractor shall keep a daily project log of all activities and deliver copies not less than the first of each week to the Engineer at 3416 Darcy Street. Entries shall include critical path material deliveries, weather and temperature (if applicable), and a recap of the contractor's and subcontractors' forces manning the project for each day worked. Problems encountered shall be listed as well as the corrective action initiated.

Licensing

The General or Prime Contractor shall provide to the Project Engineer a copy of the State of Texas license from each contractor/subcontractor performing the installation of systems on this project. Systems in this section shall include, but not be limited to the following disciplines: electrical, plumbing, HVAC, fire sprinkler, and fire alarm.

In addition, the electrical contractor shall also provide a copy of his Fort Worth master's license and the plumbing contractor shall provide a copy of his State of Texas master's license. A licensed journeyman for either of these two trades shall be on the site to supervise their respective electrical or plumbing work whenever it is being performed.

Work shall not commence outside these provisions or be allowed to continue in the event that licensed personnel and/or subcontractors are replaced on the project unless the Project Engineer is first notified. Work installed otherwise is subject to removal and replacement at the General Contractor's expense.

QUESTIONS

If there are any questions regarding this bid, please contact Christine East in the Purchasing Office in writing via e-mail at: Christine.east@unthsc.edu no later than 5:00 pm, Monday November 29, 2010.

Any quotation number from Respondent that is referenced on a response shall be for pricing and specification purposes only, and UNTHSC's terms and conditions for responses shall still be applicable. Any alternate or additional terms and conditions no accepted through UNTHSC's Purchasing Department in writing are not binding on either party.

None of the terms and conditions contained in this Invitation for Bid may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of UNTHSC.

SCOPE OF WORK:

The following locations will require repair of pot holes with asphalt, filling cracks with pourable crackfiller, applying two (2) coats of sealer and restriping of parking lots. The pourable crackfiller material requested shall be Vance Brother or equivalent.

Location of Asphalt Repair:

1.	LOT A -	3500 Camp Bowie	(Main building)
2.	LOT C -	850 Cliffton	(PCC Building)

3. LOT K & L - 1051 Haskel

(PCC Building) (Professional Building)

Attached are the parking lot drawings.

- 1. Lot A = 67,690 SF
- 2. Lot C = 47,000 SF
- 3. Lot K = 23,455 SF
- 4. Lot L = 3,875 SF

Contractors shall verify these quantities. The red border on each drawing is the limit of the new seal coats to be applied.

4 Only Lot K requires repair of Pot Holes, filling cracks, seal coat (2 coats) and restriping.

Lot A, L & C requires filling cracks, seal coat (2 coats) and restriping.

- 1) The asphalt sealer shall have sand added at the rate of four to five 80 lb bags of sand per 500 gallons of sealer.
- 2) Each sealed lot shall be re-striped with latex parking lot paint specified for use by DOT after 2nd seal coat is cured.
- Seal coating on lots A & C shall be performed on the earliest weekend available weather permitting after 5 PM Friday. Both lots shall be re-striped in time for re-opening on the following Monday morning at 8 AM.
- 4) Repair of pot holes, seal coat and re-striping of lots K & L may be performed during normal working hours, but must be scheduled 3 days in advance.

POURABLE CRACKFILLER:

Composition:

Vance brothers (VB or equivalent) Pourable Crackfiller is an asphalt emulsion blended with inorganic fillers and selected latexpolymers. A ductile grade of asphalt is used.

Physical Data:

VB (VB or equivalent) Pourable Crackfiller is a cold-pour material that seals cracks in asphalt or concrete between 1/4" and 3/4" wide. It is completely compatible with coal tar or asphalt emulsion sealer. Requires no heat. Dries to a flat black color. Properly applied will not track in high temperatures. Crackfiller left on shoulder of any crack may track in high temperatures.

Application:

Pour VB (VB or equivalent) Pourable Crackfiller into crack that has been cleaned of all loose materials. Material may be applied with pour pot, ordinary sprinkling can, or plastic container with a spout. Cracks deeper than 1" should be filled up to that level with backer rod before application. If cracks are not filled, crackfiller may "disappear" down deep cracks. Keep shoulder of crack free of material. Use V-shaped squeegee to level crackfiller with surface. Some cracks may require additional applications.

Yield:

One gallon will seal approximately 30 feet 1" X 1/2".

Drying Time:

Under optimum weather conditions, VB (VB or equivalent) Pourable Crackfiller will produce a water tight barrier in one hour. Dust with sand if traffic must use at once. Allow one day to cure before sealing. Tools may be cleaned with water before material dries. Dried material can be removed with an approved solvent. For hands and skin, use a waterless hand cleaner.

Availability:

1 gallon jugs, 5 gallon pails and 55 gallon drums.

Cautions:

Do not allow material to freeze. Apply only when temperature is above 50 degrees F. and when it is not expected to freeze that night. Do not apply if rain is imminent or if freezing temperatures are expected within 24 hours.

PAVEMENT SEALER

1. Scope:

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pavement sealer. This application serves as weather protection, beautification of surface, and aliphatic-solvent (petroleum distillates such as gas, oil and diesel) resistant seal for asphaltic concrete pavements of airport ramps, taxiways and fueling aprons, parking lots and driveways.

2. References:

2.1. Federal Specification R-P-355e; Pitch, Coal Tar Emulsion (Coating for Bituminous Pavements)
2.2. ASTM D 5727 Standard Specification for Emulsified Refined Coal-Tar (Mineral Colloid Type)
{replaces Federal Specification R-P-355e

2.3. ASTM D 6945 Standard Specification for Emulsified Refined Coal-Tar (Ready to Use, Commercial Grade)

2.4. ASTM D 6948 Standard Practice for Application of Refined Coal-Tar (Ready to Use, Commercial Grade)

2.5. ASTM D-3320 Standard Specification for Emulsified Coal Tar Pitch (Mineral Colloid Type) 2.6. ASTM D-490 Standard Specification for Road Tar

2.7. ASTM D-3423 Standard Practice for Application of Emulsified Coal Tar Pitch

2.8. ASTM D-2939 Standard Methods of Testing Emulsified Bitumens Used as Protective Coatings 2.9. ASTM D-4866 Standard Performance Specification for Coal Tar Pitch Emulsion Pavement Sealer

Formulations(sp) Containing Mineral Aggregates and Optional Polymeric Admixtures

2.10. FAA Advisory Circular 150/5370-10B, Item P-630 Refined Coal Tar Emulsion, Without Additives Slurry Seal Surface Treatment; and Item P-631 Refined Coal Tar Emulsion, With Additives Slurry Seal Surface Treatment

2.11. FAA Engineering Brief No. 46 Item P-625 and No. 46A, Item P-627 - Coal Tar Pitch Emulsion Seal Coat

3. Materials:

3.1 Emulsified coal tar pavement sealer will conform to the following requirements:

3.1.1 ASTM D 5727 Standard Specification for Emulsified Refined Coal-Tar (Mineral Colloid Type) {replaces Federal Specification R-P-355e}

3.1.2 The refined tar prior to emulsification shall conform to ASTM D-490, grade RT-12. The refined tar shall be derived from high temperature coke oven tar. Oil and water gas tars shall not be used even though they might comply with ASTM D-490, grade RT-12.

3.1.3 The **emulsion shall be produced using a colloid mill** to insure homogeneity and appropriate size of the particles in suspension.

3.1.4 The contractor and/or his supplier will provide a certification with each bulk emulsion delivery indicating compliance with the above requirements. Further, the certificate will indicate the non-volatiles (solids) content and ash content of that particular transport lot as determined by results of tests performed on material loaded. Such certifications shall be subject to verification by testing samples of the emulsion received for use on the project. Costs of verification testing should be borne by the Project Administrators. 3.2. Dilution water shall be potable and free of excessive minerals and contaminants. Water will be provided by the Project Administrator and available within a reasonable distance from the job site.

3.3 Sand will be washed and graded silica sand, or crushed, washed, and graded slag, free of all contaminants, and conforming to the following gradation:

Sieve Size	% Passing
#8	100
#16	95-100
#30	63-93
#50	10-40
#100	0-10
#200	0-2

Note: Gradations outside these ranges may be used provided past history shows evidence of a durable surface.

3.4. Latex additive compounds shall conform to the following general specifications*: **Product: Ultra AQS Rapid Set Latex Modifier Chemical name:** Nitrile Rubber Proprietary Proprietary Acrylonitrilebutadiene

Solids content: 40% minimum 40% minimum 40% maximum 40% minimum Particle size: 0.1 -0.5 microns 0.1-0.5 Microns 0.5 – 5.0 microns 0.05 – 0.4 microns Viscosity, cps: 100 maximum 75 minimum 250 maximum 85 maximum Specific gravity: 1.01 0.99- 1.02 1.04, 1.14 on residue 0.99, 0.98 on residue

4. Equipment: All tools and equipment necessary to perform the contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, water distributors, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of the work shall be subject to approval by the Project Administrator before work is started, and when found unsatisfactory will be corrected. All equipment will be in good working condition.

4.1. Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rates of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.

4.2. Motorized squeegee application equipment used on the job will have two or more devices such as squeegees and/or drag broom assemblies to assure even distribution of the tar emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogeneous mixing of the emulsion and required additives.

4.3. Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogeneous mixing of the emulsion and required additives and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks or drop tankers shall be equipped with mechanical agitators or circulation systems sufficient to keep the coal tar emulsion homogenous during storage.

5. Preparation of Surfaces:

5.1. Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions, and construction procedures. Hot mix asphalt will usually cure in 30 -90 days. Cold mix pavements should have at least 90 days to cure. Required cure time should be determined by the Project Administrator, and a written order to proceed will be furnished to the contractor.

5.2. Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced. Extensive patching shall be allowed to cure prior to sealcoating in accordance with 5.1.

5.3. Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately 1/4 -3/4 inch wide should be cleared of debris and filled with an approved crack sealant in accordance with manufacturer's specification. (OPTIONAL)

5.4. Remove oil and grease spots that have not permanently damaged or softened the pavement by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch, and then coating the spot with an approved oil spot primer such as Tar-Prime. If the oil spot is so severe as to cause permanent deterioration of the pavement, or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with paragraph 5.1.

5.5. Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive build up of lines should be abraded before any prime coats of asphalt or tar emulsion are applied. (OPTIONAL) 5.6 Highly oxidized or weathered surfaces shall be primed. Prime with SS-1, SS-1h, CSS-1, CSS-1h asphalt emulsions or with Tar Prime coal tar emulsion. Asphalt emulsions shall be diluted one part asphalt emulsion to 5 parts potable water and uniformly applied to the pavement at a rate of 0.10 + 0.02 gallon per square yard. Tar Prime shall be diluted one part Tar Prime to two parts water and applied at a rate of 0.07 -0.10 gallons per square yard. The prime shall be allowed to cure for 24 hours before applying pavement sealer. (OPTIONAL)

*Note: Ultra, AQS, Rapid Set and Latex Modifier should not be mixed together Rev 4/1/2009 5.7. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, blowing, flushing with water, or any combination of the three.

6. Mix Design and Application Rates:

6.1.						
Use	Coats	Conce	ntrate Water	Sand**	Ultra , Rapid	Application Mix
		Gallon	Gallon	100LBS	Set/AQS, Latex	Gal/Sq.yd
					Modifier gallon	
Low	1st	100	30-50	3-5	0-4	0.10-0.15
Traffic	2nd	100	25-45	0-4	0-4	0.08-0.12
Moderat	te1st	100	30-60	3-5	2-5	0.10-0.15
Traffic	2nd	100	30-60	0-4	2-5	0.08-0.12
High	1st *	100	30-60	3-5	2-5	0.10-0.15
Traffic	2nd	100	30-60	3-5	2-5	0.10-0.15
	3rd	100	25-55	0-4	2-5	0.08-0.12

*1st Coat is applied to entrances, exits, traffic lanes and turning radii.

** Sand should be added to the final coat when skid resistance is needed.

NOTE:

1. Sealcoating is not recommended for enclosed or permanently shaded parking areas such as underground parking garages.

2. Approximately 20 pounds of sand displaces 1 gallon of liquid.

WARNING: Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 3 to 5 pounds of sand per gallon. CAUTION MUST BE EXERCISED, particularly when skid resistance is a major safety factor.

6.2. Latex additives: The latex additive will be added at the specified rate as indicated in the job mix formula \pm 0.25%. Undiluted latex will first be diluted with a equal volume of water and added slowly to the emulsion after mix water and prior to the addition of any sand. Latex will be added while the mixer is in operation to assure uniform dispersion and no coagulation of the latex. Diluent water added to the latex will be considered part of the mix water required in paragraph 6.1.

6.3. Sand will be slowly added after the mix water and any required latex additives have been dispersed into the tar emulsion. Again, the mixer will be in operation during the addition of the sand to assure uniform dispersion and to prevent overloading of the mixing device. Additional amounts of water may be added, if necessary, should the tar emulsion system become too thick to be uniformly applied. Additional water will be added only after the Project Administrator has been notified, and additions will not exceed those amounts expressly stipulated by the Project Administrator.

6.4. Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking, segregating, or hardening of the emulsion, and no balling or lumping of the aggregate shall be permitted.

6.5. The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120°F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Fog spray shall dampen pavement without leaving puddles. (OPTIONAL)

6.6. Subsequent coats will be applied only after the previous coat is dried, preferably 24 hours later, but no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70°F, sunshine, and less than 60% relative humidity. Marginal conditions can require curing times greater than 24 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.
6.7. Sealer will not be applied unless the temperature is a minimum 50°F and rising and pavement temperature is 60°F and, rising. Work will be completed so that there is a minimum of two hours of direct sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. UNDER NO CIRCUMSTANCES will work, be performed under cold and/or wet conditions, nor will tar emulsion be used that has been subjected to freezing weather.

7. Incidentals:

7.1. The contractor and Project Administrator will coordinate their activities with each other to insure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress such as automatic sprinkler systems, other customer or construction traffic, etc.

7.2. The contractor will notify the Project Administrator of pavement areas that he feels have so deteriorated or have other outside factors such as poor drainage, improper construction, etc., that will render the application of a seal coat ineffective.

7.3. Striping will be done with a latex or acrylic paint approved by the manufacturer. No striping will commence until the seal coat to be striped has cured for at least 24 hours.

7.4. The contractor shall submit with his proposal at least three references of previously completed projects, proof of workers compensation and liability insurance coverage, and all local business licenses and permits as required by local authorities.

8. Job Site Location and Scope of the Project: See Exhibit "A". (To be drawn and attached by property owner, or manager, or architect/engineer).

9. Basis of Payment: These prices shall be full compensation for furnishing materials, preparation, mixing, and applying materials in compliance with this specification, and for all the tools, equipment, labor, and incidentals necessary to complete this project.

The proposal shall indicate by line item:

1. The approximate square yards and cost of patching to be performed.

2. The approximate lineal feet and cost of crack sealing to be performed.

3. The approximate square yards and cost of the sealcoating to be performed.

4. The approximate lineal feet and cost of the traffic striping to be performed. -OR-A lump sum cost when

performed in accordance with painting diagrams provided by the Project Administrator.

5. Total cost of project. (State and local taxes shall be identified by type and amount.)

10. WARNINGS and Miscellaneous Notes:

10.1. Skid Resistance: Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 4 to 6 pounds of sand per gallon. CAUTION MUST BE EXERCISED, particularly when skid resistance is a major safety factor

10.2. Container Warning: Containers, regardless of being empty, half full, or full of product, may retain a residue of liquid and/or vapor and can be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly bunged, and promptly returned to a drum re-conditioner. Empty pails should have a hole punched in the pail bottom to prevent drowning of small children. All other containers should be disposed in an environmentally safe manner and in accordance with governmental regulations. For work on tanks refer to OSHA regulations, ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other contemplated operations.

**Container refers to any vessel, can, drum, tanker, distributor tank, etc., that may be used for handling and/or storing any of the products covered by this guideline specification or any product of unknown origin.

10.3. Health and Environmental: Federal Spec is not considered a hazardous waste and meets all current Federal requirements for industrial waste. AS AN APPLICATOR you should be familiar with all potential hazards prior to entering the workplace. Toxicity Characterization Leaching Procedure information and Material Safety Data Sheets will be provided upon request. In case of accidental spill, contain with absorbent material, allow drying; and disposing of according to local, state and federal regulations. Precautions should be taken to prevent surface runoff from entering storm drainage system or ponds. 10.4. Maintenance of coating can prolong its life and attractive appearance. Sand, gravel and other debris should be removed as they accumulate. Oil drippings, antifreeze, etc. can be scrubbed with mild detergents and flushed with clean water.

10.5. Technical assistance available upon request.

10.6. Do not allow to freeze.



University of North Texas Health Science Center at Fort Worth

> Education, Research, Patient Care and Service

Request for Quotation Bid 11-052-62833-CE-Parking Lot Asphalt Repair (THIS IS NOT AN ORDER)

I have received the specifications titled "Parking Lot Asphalt Repair" and have also received Addendum(s) _____ and have included their provisions in my bid. I have examined both the documents and the site and submit the following bid.

In submitting this bid, I agree:

To complete the work within _____ consecutive calendar days from date of Notice to Proceed by Owner.

To hold my bid open for a period of ninety (90) calendar days from date of receipt.

To supply product in accordance with the contract documents

I will construct this Project for the lump sum price of \$_____. For bidding purposes, the 'Lump Sum Price' is equal to the total of the 'Base Bid, which consists of the Cost of Materials and Cost of Labor' line items below which must be completed.

Base Bid - Cost of Materials: \$_____

Base Bid - Cost of Labor: \$_____

Warranty: _____Years

In the event a discrepancy exist between the bidders 'Lump Sum' amount, as stated within this paragraph, and the <u>UNIT pricing</u> as stated herein in the 'Base Bid - Cost of Materials and Cost of Labor,' the unit (Base Bid) pricing shall prevail.

Company:			
Name:	Signature:		
Title:	Address:		
City, State, Zip:	Telephone:		
Email:			
Above Prices are F.O.B.: Delivered	Terms: Net 30 (RETURN ALL PAGES)	Pricing: Firm	





