TABLE OF CONTENTS
JOC (Job Order Contracting) for
Construction Services

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>SECTION TITLE</th>
<th>NO. OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART I</td>
<td><strong>UA SYSTEM PROPOSAL REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>00130</td>
<td>INVITATION TO SUBMIT PROPOSALS</td>
<td>2</td>
</tr>
<tr>
<td>00200</td>
<td>INSTRUCTIONS TO PROPOSERS</td>
<td>6</td>
</tr>
<tr>
<td>00310</td>
<td>JOB ORDER CONTRACT (JOC) EXECUTION GUIDE</td>
<td>10</td>
</tr>
<tr>
<td>00410</td>
<td>PROPOSAL FORM</td>
<td></td>
</tr>
<tr>
<td>00520</td>
<td>AGREEMENT FORM (WITH GRANT DISCLOSURE &amp; CERTIFICATIONS)</td>
<td>5</td>
</tr>
<tr>
<td>00830</td>
<td>PREVAILING WAGE RATES</td>
<td>1</td>
</tr>
</tbody>
</table>

APPENDIX
Job Order Form ......................................................................................................... 2
INVITATION TO SUBMIT PROPOSALS

UNIVERSITY OF ARKANSAS SYSTEM
JOB ORDER CONTRACTING FOR CONSTRUCTION SERVICES

1. General Information: The University of Arkansas System (UA System) is accepting competitive sealed “Best Value Proposals” for Job Order Contracting (JOC), pursuant to Arkansas Code Ann. §19-4-1416 (a)(1) in accordance with the terms, conditions and requirements set forth in this Solicitation For Proposals for Best Value Contract, which considers factors in addition to price. This Solicitation provides sufficient information for interested parties to prepare and submit proposals for consideration by the University of Arkansas System.

2. Location for Submittal of Proposal: Proposals shall be submitted to University of Arkansas for Medical Sciences, Procurement Services Office, Westmark Building, First Floor, Room 111, 4120 West Markham Street, Little Rock AR 72205 not later than 2:00 PM local time, November 12, 2014.

3. Supervision: The Owner, unless designated to another entity, supervises the review of Proposals and awarding of all construction contracts, approves contracts, change orders, requests for payment and ensures that on-site inspections are accomplished.

4. Location of Documents:

The full Invitation to Propose is available for download at www.uasys.edu. If you are unable to access the website, you may request a copy via email from Ann Kemp (contact information below).

5. A. Contact: Any questions or concerns regarding this Solicitation shall be directed to:

   Gary Lierly
   Procurement Services
   University of Arkansas for Medical Science
   4120 West Markham Street, slot 542
   Little Rock, AR 72205
   GLLierly@uams.edu
   501-686-6131

   B. Any questions regarding the scope or purpose of the solicitation, shall be directed to:

   Ann Kemp
   Vice President of Administration
   University of Arkansas System
   2404 North University Avenue
   Little Rock, AR 72207
   501-686-2921

   The UA System specifically requests that Contractors restrict all contact and questions regarding this contract to the above named individuals.

6. Obtaining Contract Documents: Obtaining contract documents through any source other than the contact listed above, or his representative(s) is not advisable due to the risks of receiving incomplete
or inaccurate information, and the proposer runs the risk of basing his proposal on such information. The documents obtained through the contact listed above are considered the official version and take precedence if any discrepancies occur.

7. Inquiries and Interpretations of the Job Order Contracting (JOC) Program: Responses to inquiries which directly affect an interpretation or change to this solicitation will be issued in writing by addendum and mailed or otherwise conveyed to all parties recorded by the UA System as having received a copy of the solicitation. All such addenda issued by the UA System prior to the time that proposals are received shall be considered part of the solicitation, and the Contractor shall be required to acknowledge receipt of such in his proposal. Only those inquiries the UA System replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

8. Proposal Evaluation and Contract Award Process: An award to one or more Contractors for the services specified herein will be made based upon evaluation of the competitive sealed proposals. Proposals will be opened publicly to identify the names of the Contractors, and their coefficients, but will be afforded security sufficient to preclude disclosure of other content of the proposal, or other information, prior to award. Therefore, each preparer is encouraged to prepare his Proposal with due care and attention to detail in presenting the Proposer’s capabilities and Work Plan as requested per the Proposal Evaluation listed herein. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. The UA System reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interest of the University. Notification of proposal evaluation and awards (s) shall usually be made within 30 calendar days of receipt date.

9. Proposers are hereby notified that any proposer who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract, which does not obligate the Contractor to require the submission of Disclosure forms for subcontractors.

10. Proposers are hereby notified that Arkansas Department of Labor Prevailing Wages Rate will apply.

11. The Owner reserves the right to reject any and all proposals, and to waive any formalities.

12. This invitation does not commit the Owner to pay any cost incurred in the preparation of Proposals.

13. Proposers shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before their proposals are submitted. There shall be only one proposal submitted per State Contractors license. The Proposer will be required to indicate its license number on the Proposal Form beneath the signature.

14. Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small and minority business enterprises to submit proposals for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration be given to the identified groups.
Section 00200

INSTRUCTIONS TO PROPOSERS

1. CRITERIA FOR SELECTION. The Contractor(s) selected for an award will be the Contractor(s) who submits the most advantageous proposal to the UA System. The UA System is not bound to accept the lowest priced proposal if that proposal does not provide the UA System with the “Best Value”. The criteria for evaluation of qualified proposals, and selection of the successful Contractor(s) for this award, will be based on the factors listed below (see proposal evaluation forms attached as a part of the Proposal Form). Each criterion should be on a separate page, numbered and titled as listed below.

   (1) 60% of Evaluation Criteria: Contractor’s proposed Coefficient. Use the PROPOSAL FORM.

   (2) 20% of evaluation Criteria. Statement of Qualifications and the Contractor’s Capabilities – a list of references of current and past customers and Contractor’s past performance on other contracts for the UA or other State agencies, if applicable. Use the BEST VALUE PROPOSAL EVALUATION - Contractor Capabilities Form to guide this submittal as a part of the PROPOSAL FORM. Proposers: It is very important for the Proposers to submit a thorough listing of Qualifications and Capabilities.

   (3) 20% of evaluation Criteria: Work plan – a written Contractor’s plan or approach to managing the UA’s institutional facilities construction project via Job Order Contracting. Use the BEST VALUE PROPOSAL EVALUATION - Work Plan Form to guide this submittal as a part of the PROPOSAL FORM. Proposers: It is very important for the Proposers to submit as detailed a Work Plan as knowledge and experience will permit in regard to working with the UA or similar institutions.

2. GENERAL INSTRUCTIONS. Submission of a proposal indicates Contractor’s acceptance of the evaluation technique and recognition that some subjective judgments must be made.

    Contractor should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this JOC. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University’s construction needs and standards. Contractors are strongly encouraged to sequence the evaluation criteria as in Best Value Evaluation forms included with the PROPOSAL FORM to accommodate efficiency during the evaluation process. Proposals which are qualified with conditional clauses, or alternatives to the provided forms, or items not called for in the solicitation documents, or irregularities of any kind are subject to disqualification by the UA System, at its option.

    The UA System will not provide compensation to Contractor for any expenses incurred for proposal preparation. Proposals and any other information submitted by Contractors in response to this solicitation shall become the property of the UA System.

3. PROPOSAL DOCUMENTS. Proposers may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Propose. Complete sets of Contract Documents must be used in
preparing proposals; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Contact listed in the Invitation to Propose is not advisable due to the risks of receiving incomplete or inaccurate information, and the proposer runs the risk of basing proposer’s proposal on such information. The documents obtained through the Contact or his representative(s) or the UA Procurement Office are considered the official version and take precedence if any discrepancies occur. The fact that documents used for proposal purposes are named “contract documents “ does not diminish in any way the right of the Owner to reject any and all proposals and to waive any formality.

4. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.** Proposer shall examine the Contract Documents and become familiar with the location of all UA campuses. No allowance will be made to Proposer because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination.

5. **INTERPRETATION OF CONTRACT DOCUMENTS DURING PROPOSAL PROCESS.**

5.1 All references to the Owner shall be interpreted to mean the University of Arkansas Board of Trustees acting for and on the behalf of the Campuses of the UA System.

5.2 If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Contact a written request for an interpretation or correction thereof not later than five (5) calendar days before the Proposal opening.

5.3 Address all communications regarding the Contract Documents to the UA system Contact: Ann Kemp, Vice President for Administration, University of Arkansas System, 2404 North University Avenue, Little Rock, AR 72207, (501)-686-2921

5.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Proposer of record by the UA System representative; and in those instances where a Design Professional is not involved the UA Procurement Department shall distribute Addenda in the above referenced manner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.

5.5 **Addenda** issued during the proposal preparation period will be incorporated into the Contract Documents.

6. **TYPE OF PROPOSAL.**

6.1 The Work under this Contract will be awarded under a stipulated single coefficient, to the responsible proposer who offers the “Best Value”. No segregated proposals or assignments will be considered. Proposals are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.
7. **PREPARATION OF PROPOSAL.** Proposal shall be made on an unaltered Proposal Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Proposals shall be signed with name typed below the signature. Where Proposer is a corporation, proposals shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor’s license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation.

7.1 Proposals submitted by a “Joint Venture/Joint Adventure” shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture proposers shall indicate at least two (2) signatures and two (2) license numbers on the Proposal Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a “Joint Venture” need only to indicate the joint venture license number on the Proposal Form. Joint Venture proposers shall indicate at least two (2) signatures on the Proposal Form even if they are licensed as a joint venture.

9. **PERFORMANCE AND PAYMENT BOND.** Each Job Order will stipulate whether a Performance and Payment Bond is required. Performance and Payment Bonds are not required for Job Orders of $20,000.00 or under. For work exceeding $20,000.00, the Contractor shall furnish a Performance and Payment Bond in the amount equal to 100 percent of Job Order price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent’s Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the Work is to be performed.

10. **SUBCONTRACTORS.** Name of principal contractor shall be listed where indicated on the Proposal Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use subcontractors who are qualified and licensed by the Contractors Licensing Board and qualified in Mechanical (HVAC), Plumbing, Electrical and Roofing and Sheet Metal.

10.1 Electrical License Requirement

   a. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
   
   b. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

11. **SUBMITTAL.** Submit one (1) completed copy of the Proposal on the Proposal Form in an opaque, sealed envelope accompanied by four (4) complete copies of the Proposer’s Qualifications, Capabilities, and Work Plan as required on the Proposal Form. Identify the envelope with: project 00200-3/6
name and number, name of Proposer, and Arkansas Contractors License number; only one proposal shall be submitted per State Contractors license number. Submit proposals in accordance with the Invitation to Propose. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Proposer, and the corrected entry inserted on the Proposal Form. Only those proposals submitted on Owner supplied forms as found in these documents or identical copies will be accepted.

11.1 PROPRIETARY INFORMATION. All proposal information, proposals, forms, briefs, sales brochures, etc. will become property of the Owner when submitted with a proposal. All proposal documents submitted by the proposer may be available for public inspection after the bid opening, subject to paragraph 8 of Section 00130. Proprietary pages and documents required to be submitted with proposal must be clearly marked as such.

12. MODIFICATION AND WITHDRAWAL. Proposer may withdraw proposal at any time before proposal opening and may resubmit up to the date and time designated for receipt of proposals. No proposal may be withdrawn or modified after time has been called for the proposal opening. Oral modifications to proposal will not be considered. Proposer may submit written modifications to proposal in writing, by telegraph, or by facsimile at any time prior to the expiration of the proposal time and date and shall so word the modification(s) as to not reveal the amount of the original proposal. Telegraph or facsimile modifications shall require written confirmation over the Proposer’s signature within 24 hours after proposal opening.

13. DISQUALIFICATION OF PROPOSERS. The Owner shall have the right to disqualify proposals (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer, to reject a proposal not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Proposal which is in any way incomplete or irregular.

14. LATE PROPOSALS. Late proposers, proposals en route, proposals left at a location other than the Office of Procurement by special carrier or other will not be considered. Proposals must be in the Office of Procurement by or before the time as indicated on the Invitation to Propose.

15. APPLICABLE LAWS.

15.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

15.2 Discrimination. Proposer shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Proposer shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Proposer has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

15.3 Taxes. Proposer shall include in each Job Order proposal all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that each Job Order price shall represent the total cost to the Owner of all work included in the Job Order. There are no
provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the Job Order price where appropriate.

15.4 State licensing laws for Contractors.

15.5 Disclosure. Potential Proposers are hereby notified that any proposer who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract for which disclosures are not made and the language of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Proposers are hereby notified that:

a. Disclosure is required to be a condition of any Job Order subcontract for which the total consideration is greater than twenty five thousand dollars ($25,000.00).

b. The Contractor shall require any subcontractor, for which the Job Order subcontract amount is greater than $25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than $25,000.00 shall contain the following:

   Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

   c. The Contractor shall transmit a copy of the subcontractor’s disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor’s disclosure.

   Note: A copy of the “Contract and Grant Disclosure and Certification Form” is included at the end of the PROPOSAL FORM.

15.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the Owner and the State of Arkansas encourage all small, minority, and women business enterprises to submit proposals for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

15.7 The proposal process, award and administration of the contract shall be made pursuant to Ark. Code Ann. §19-4-1416 (a)(1).
16. **LIQUIDATED DAMAGES.** The amount of liquidated damages to be assessed, if any, shall be in accordance with the amount indicated in each Job Order. Proposer understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Job Order, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Job Order for each day completion is delayed. It is further understood and agreed by proposer that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.

18. **OPENING.** Proposals will be opened as identified in the Invitation to Proposal, section 00130.

19. **EVALUATION and CONSIDERATION OF PROPOSALS.** It is the intent of the Owner to award a Contract to the responsive qualified proposers who offers the “best value” to the UA System, provided the proposal has been submitted in accordance with the requirements of the Contract Documents. The Owner shall have the right to waive any formalities in a proposal received and to accept the proposal which, in the Owner’s judgment, is in its best interests. The Owner shall have the right to award any or all proposals for a period not to exceed 60 days.

20. **EXECUTION OF CONTRACT.**

20.1 The apparent low Proposer shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the proposer in signing the proposal, represents that he has the financial ability and experience to carry out the work throughout its several stages within reasonable time frames agreed to in each Job Order.

20.2 The successful Proposer will be required to execute an Agreement with the Specific UA Campus on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award each individual Job Order.


END OF SECTION
SECTION 00310
JOB ORDER CONTRACT (JOC) EXECUTION GUIDE

1. **PURPOSE.** The purpose of this guide is to describe the procedure to be utilized in the administration of the Job Order Contract (JOC), a Contract designed to provide the University of Arkansas System with a flexible and responsive contractual capability in support of their construction service needs. General contractors with existing JOC agreements with any UA Campus will continue to operate under these existing JOC agreements for work on those respective campuses.

2. **DEFINITION.**

   A. **Job Order Contract.** A Job Order Contract is a competitive sealed proposal firm fixed price, indefinite-quantity contract to perform work for the University. Each project will encompass detailed task specifications encompassing improvements, alterations, renovation, remodeling, and/or major repairs to UA structures and properties. Much of the work may be performed during normal operating hours. However, as is typical with educational facilities work, other hours may be necessary. It is also expected that during University break times total project loads may be significantly higher and contractor staffing should reflect these needs. For each project task, the contractor will be requested to provide materials, equipment, and/or subcontract pricing for the work by direct bidding. A minimum of two bids will be required unless approved by UA Campus representative. Contractors submitting proposals for the JOC are required to submit one coefficient or multiplier for normal or overtime hours. This bid price is then multiplied by the appropriate coefficient to determine the actual cost of that line item. The Contractor must take all costs into account when proposing the coefficient (reference table of allowable overhead). Each Job Order embraced by the Contract is broken down into individual tasks of work, and a total price is developed based upon the direct bidding method and the Contractor’s multiplier, reference Job Order Summary documents in appendix. After agreement, UA Representative(s) from individual UA Campuses will review and authorize a Job Order (JO) for performance of work.

   The JOC will remain in effect for one year from date of contract award. The University retains the right to renew any resulting contract(s) for up to three (3) additional contract periods. Contracts can be renewed, with no increase in the Contractor’s coefficient, only if both the Contractor(s) and the University mutually agree to do so. Justification for non-renewal from either the Contractor or the University is not required.

   A Performance and Payment Bond will be required, per state law, by the Contractor for any individual project associated with Job Order Contracting in which the Job Order may exceed $20,000. Bonds, where required, are a reimbursable item with the JOC.
In the course of executing the Contract, the Contractor agrees to abide by the terms as stated in the General and Supplementary Conditions for the University of Arkansas System (AIA document A201-2007 as amended (http://www.uasys.edu/wp-content/uploads/2012/03/Capital-Construction-Policies-and-Procedures_-6-5-14.pdf), Architect/Engineer’s Guidelines, Quality Control, and other related documents in effect at the time of award.

B. Job Order (JO). A Job Order (JO) is the contractual instrument issued by the Representative from the individual UA Campus to the Contractor. The JO will be, in part, the Contractor’s estimate of tasks and quantities of labor, materials, and equipment to do the work, plans and specifications, and project timeline. The JO is issued and approved upon agreement between the UA Campus Representative and the Contractor on the scope of work, performance time, and the price for that work. The individual JO becomes in effect, a fixed price lump sum Contract when the Purchase Order for the JO is issued. The completed purchase order authorizes the Contractor to begin work.

C. Coefficient. The contractor’s coefficient is the price multiplier that the Contractor proposes. After award, the parties utilize this multiplier to determine the price of work. The estimated cost in the JO for materials, equipment, and/or subcontractor pricing by direct bidding are multiplied by the contractor’s coefficient. Coefficient shall be carried to two (2) decimals places only.

D. Overhead. The contractor typically bears overhead costs as part of the proposed coefficient of the JOC program. Allowable overhead items are detailed in the table below. The line item categories are:

(A) Always allowed in JO, the contractor is expected and directed to include this item in each JO.
(B) Allowed as directed, only included by permission of the UA Campus Representative due to some unusual condition peculiar to the project.
(C) Not allowed-included in coefficient, the contractor is never allowed to include because it is part of the proposal coefficient.
(D) Not in contract, totally excluded from this work and contract, but may be addressed under separate contract with owner.

<table>
<thead>
<tr>
<th>Overhead</th>
<th>(A)</th>
<th>(B)</th>
<th>(C)</th>
<th>(D)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Construction Management Fees</td>
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</tr>
<tr>
<td>Construction Completion Time</td>
<td></td>
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</tr>
<tr>
<td>Contingencies</td>
<td></td>
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</table>

Overhead
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Engineering Fees</td>
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</tr>
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<tr>
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</tr>
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<td>Historical Cost Indexes</td>
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<tr>
<td>Insurance</td>
<td></td>
</tr>
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<td>Job Conditions</td>
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</tr>
<tr>
<td>Main Office Expense</td>
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<tr>
<td>Mark-Up</td>
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</tr>
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<td>Overtime</td>
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</tr>
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</tr>
<tr>
<td>Permits</td>
<td>X</td>
</tr>
<tr>
<td>Small Tools</td>
<td>X</td>
</tr>
<tr>
<td>Taxes</td>
<td>X</td>
</tr>
<tr>
<td><strong>Progress Schedules</strong></td>
<td></td>
</tr>
<tr>
<td>Scheduling</td>
<td>X</td>
</tr>
<tr>
<td><strong>Survey Data</strong></td>
<td></td>
</tr>
<tr>
<td>Surveying</td>
<td>X</td>
</tr>
<tr>
<td><strong>Shop Drawings</strong></td>
<td></td>
</tr>
<tr>
<td>Models</td>
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</tr>
<tr>
<td>Renderings</td>
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</tr>
<tr>
<td><strong>Construction Photos</strong></td>
<td></td>
</tr>
<tr>
<td>Photographs</td>
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</tr>
<tr>
<td><strong>Testing Services</strong></td>
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<tr>
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</tr>
</tbody>
</table>

00310-3/10
<table>
<thead>
<tr>
<th><strong>Construction Aids</strong></th>
<th></th>
<th></th>
</tr>
</thead>
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**Facilities Maintenance**
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E. **Rubbish Handling:** The Contractor will be reimbursed for rubbish handling on a per job basis as it relates to loading a vehicle with demolished materials at project site as allowed and directed in the JO. Handling of materials identified as salvageable will be reimbursed when approved by the UA Campus representative.

F. **Disposal of Rubbish:** Contractor shall lawfully dispose of rubbish off university property. Use of university dumpsters will not be allowed. All associated costs of removing rubbish less than 10 cubic yards per project from university property are to be included in the contractor’s coefficient. If the project involves the use of a dumpster for 10 cubic yards or more of debris then reimbursement will be the verifiable actual dumpster fee plus 10%.

G. **Normal Working Hours**
   (1) For the administrative and classroom areas and surrounding areas are 8 a.m. to 5 p.m. Monday through Friday. Other days/hours may be arranged.
   (2) For residence halls and apartments and surrounding areas are 10 a.m. to 6 p.m. seven days a week. Other hours may be arranged.

00310-5/10
3. **JOC TECHNICAL CONTRACT SPECIFICATIONS DEVELOPMENT.**
   The Owner’s Representative from each campus will develop specifications necessary for the procurement and implementation of the JOC. JOC Contractors will adhere to General and supplementary Conditions for UA System.

   A. **Materials:**
      (1) The Contractor will be required to provide copies of invoices and proof of payment when requested by the University.

      (2) Contractor is responsible for receiving and storing their own materials, including unloading of delivery trucks, checking deliveries and transportation to the work area. University employees are not responsible for this. No new construction materials may be delivered or received by the University’s Receiving Warehouse.

      (3) If the JO and plans do not agree the JO prevails. If the plans and specifications do not agree the specifications will prevail.

      (4) The University reserves the right to purchase material or job required merchandise. Materials not used on the job shall be returned to University’s stock for credit to job. The University will be required to deliver such materials to the job site or compensate the Contractor for providing labor to relocate owner-furnished materials to the job site. This action will require a modification to the JO to reflect a change order credit.

   B. **Equipment:** Equipment costs can be included in the JO only if a unit cost for equipment is listed for the specific task, and actually used on the job. The Contractor shall furnish as part of his overhead cost included in the coefficient, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, drills, saws, hand tools, shop equipment, and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. The UA Campus Representative prior to its use must approve any equipment reimbursements.

   C. **Labor:** The University will reimburse the Contractor for “labor costs” as follows:

      (1) The University will not recognize any premium or incentives pay reimbursement. Work performed on an overtime basis or shift shall not be included as a “job cost”.

      (2) Insurance, fringe benefits, or vacation allowances are to be included in the Contractor’s coefficient.

      (3) A worker with overall project supervisory authority is to be present on each job site at all times. Overall project Supervisory costs are to be part of the cost of work.

      (4) Time and cost associated with an employee’s travel to and from job site are not reimbursable, if the job site is located within 60 miles of Little Rock. Otherwise the cost must be approved and detailed on the proposal as allowed and directed in the JO.

      (5) The Contractor may be required to perform the work under this Contract on the job site in the presence of University employees, other University Contractors, and/or Subcontractors,
whether union or non-union, and shall complete the work assigned in the time required by
the JO. In off-site work such as off-site fabrication, the University shall be so notified at the
time of the issuance of the JO by the Contractor. The University reserves the right to
inspect such off-site work at any time.

(6) The Contractor shall maintain a telephone number that will be available for receiving
and making calls throughout the working day and shall have available sufficient storage
space for materials and equipment if his office and principal place of business is not
located within 60 miles of the job site. Other office equipment and personnel
competencies required are computer with an email account. The communications
response time of the Contractor (or equal authority Contractor’s representative) to the
University, Monday through Friday, 8:00 A.M. to 5:00 P.M. shall not exceed 4 hours.

D. **Subcontracts**: Contractors may use the services of Subcontractors. The Contractor shall be
responsible for reimbursing Subcontractors. The UA Campus Representative may require
the submittal of payment affidavits for Subcontracts prior to final payment. The use of
Subcontractors does not alter costs or Contractor coefficient.

(1) The Contractor shall, as soon as practicable and before the execution of each JO, notify
the UA Campus Representative in writing of the names/phone numbers of
Subcontractors proposed for the principal parts of the work and for such others as the
UA Campus Representative may direct. The Contractor shall not employ any
Subcontractor that the UA Campus Representative may for any reason object to as
incompetent, unfit, irresponsible, or unsafe.

(2) The JOC Contractor agrees to be fully responsible to the University for the acts and
omissions of the Subcontractor and of persons directly employed by the Subcontractor.

(3) Nothing contained in the JOC or Contract Documents shall create any contractual
relation between any Subcontractor and the University and nothing in the Contract
documents is intended to make the Subcontractor a beneficiary of the Contract between
the University and the Contractor. The Contractor agrees to bind every Subcontractor,
and will see that every Subcontractor agrees to be bound, by the terms of the JOC and
related Contract Documents inclusive of JOC Program Specifications, General and
Supplementary Conditions and other similar documents/standards.

4. **EXECUTION PROCEDURES.**

A. **UA Campus Representative/Contractor Coordination**

(1) The UA Campus Representative contacts the Contractor(s) of pending JO. The
Contractor’s representative shall respond within three working days by meeting with the
UA Campus Representative (and possibly the customer) to conduct a scope validation
site visit and conference. During this meeting, the following are discussed and
established:

a. Project number and title.

b. Site investigation.

c. Methods and alternatives for accomplishing work per estimate, plans, and
   specifications.
d. Scope of the work, definitions, tasks and quantities as required.

e. Time requirements for completion and site availability.

(2) Within 5 working days from the job walk the contractor shall review the project and negotiate final price on proposed JO. Pricing shall be documented on Job Order Summary, reference appendix.

(3) Even though there is the possibility of equipment/material price escalation given the current construction market environment, the Contractor will be required to stand behind his negotiated price quotation for a minimum period of 30 calendar days from the date of its acceptance by the UA Campus Representative. If a final negotiation and Notice To Proceed have not been executed by the UA Campus Representative within that time period, then the Contractor shall have the right to review his price quotation and to modify it as justifiable. However, this provision does not negate the UA’s right to advance to another Contractor if a re-negotiation is unsuccessful.

The University of Arkansas System reserves the right to advance to another JOC if the price negotiation is unsuccessful.

B. UA Campus Representative/Contractor JOC Activities

(1) Once Notification of a Pending Job Order Contract is acknowledged, the UA Campus Representative formally request the Contractor to examine the JO, acknowledging the scope of work, plans and specifications, and any special instructions or conditions that may exist.

(2) The Contractor is responsible for verifying tasks, refining quantities. The Contractor then formally responds to the JO within five working days from date of initial site visit.

(3) After review of the contractor’s JO revisions (if any), the UA Campus Representative will approve or disapprove the JO, negotiate, or advance to another contractor.

(4) Upon acceptance of JO by both parties the UA Campus Representative will initiate the generation of the purchase order for each project.

(5) Once the purchase order is issued, the Contractor will begin work as per date ranges specified in the JO. The UA Campus Representative will perform the Contract administration associated with the JO until work completion, including final inspection and acceptance within the time frame designated on the JO.

(6) The UA Campus Representative may hold retainage for completion of any punch list items in an amount estimated to be 200% of the cost to complete the punch list.

(7) At time of project completion (inclusive of the completion of punch list items), the
Contractor will submit a request for Final Payment to be approved by the UA Campus Representative.

5. **MODIFICATION TO JOB ORDERS**

A. It is the sole responsibility of the UA System Representative to authorize a Change Order to a JO. If differing site conditions are encountered during execution of the Job Order, or if there is a desired change to the quantity or quality of work by the owner, then a modified or supplemental JO by way of Change Order is required. If a Change Order involves negotiation with the Contractor, all negotiations must be completed within 3 working days.

B. For the purpose of issuing change orders to a Job Order, three typical circumstances are anticipated:

1. Differing Site Conditions.
2. Increased scope of work.
3. Decreased scope of work.

C. The UA Campus Representative will prepare a proposed Change Order to the JO addressing differing site conditions or increased/decreased scope of work.

6. **REPORTING REQUIREMENTS AND PAYMENTS**

A. The UA Representative will be responsible for administering all JO’s under the Contract.

B. Normally, the Contractor will only be paid for completed Job Orders. Application for final payment shall be submitted once all work and the punch list (if applicable) are completed. If the performance period of a Job Order exceeds 30 days, partial payment is authorized, based on the percentage of completion minus a 5% retainage of total sum of JO. Liquidated Damages may be assessed if project extends beyond JO agreed completion date. This includes punch list items. Partial and final payments shall be submitted to the UA Campus Representative using the standard AIA “Application for Payment” form. When the work is certified complete by the UA Campus Representative and an invoice received, the Facilities Department will process the invoice for payment through established University procedures for prompt payment.

C. The University reserves the right to deduct from the contract an equitable amount for any damaged or uncorrected work until such time as the UA Campus Representative deems the work satisfactory. If unfinished work or damaged or uncorrected work remains after the agreed upon JO completion date, the University reserves the right to proceed in accordance with paragraph 2.4 of the General Conditions.

D. The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the University from loss on account of:

(1) Defective work not remedied;
(2) Claims filed or reasonable evidence indicating probable filing of claims;

(3) Failure of the Contractor to make payments properly to Subcontractor for material or labor;

(4) A reasonable doubt that the Contract can be completed for the unpaid JO balance;

(5) Damage to another Contractor;

(6) The expectation that Liquidated Damages will be charged;

(7) Deductions associated with loss of or damage to University property as a result of negligence or non-conformance to JOC contract documents.

When the above grounds are removed, payment shall be made for the amount withheld because of them.

E. Liquidated Damages shall be a part of each JO and are set at the joint signing of the JO. The basis for Liquidated Damages shall be as stipulated in paragraph 16, Section 00200, Instructions To Bidders. Warning of intent to assess Liquidated Damages may be sent to the Contractor and Bonding Company for insufficient progress or chronic under-manning of a project to the extent that it is believed that the project cannot be completed within the agreed time frame. If the scope of the project includes outside work that is affected by inclement weather the Contractor must document these days by submitting copies of local weather reports that indicate precise conditions.

F. The Contractor shall submit a weekly report of activities. If a specific reporting format is required, the specific JO will so state.

G. The Contractor shall submit a copy of MSDS’s to the UA Campus Representative for all materials used in the project as part of project closeout.

H. Department of Labor Prevailing Wage Rate Documentation must be submitted at time of invoicing.

7. **TERMINATION**

If termination of a JOC contract is desirable for whatever reason, it shall be effected in accordance with the General and Supplementary Conditions for the University of Arkansas.

**END OF SECTION**
SECTION 00410
PROPOSAL FORM

Bid Time: ___________________
Bid Date: ___________________
Location: ___________________

PROPOSAL FROM:
_____________________________________________________________________
_____________________________________________________________________

PROPOSAL TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas System.

PROJECT: University of Arkansas, Job Order Contracting for construction services.

[1]. Having carefully examined the Contract Documents for this project, as well as the premises and all
conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials,
services, taxes and equipment necessary for, or incidental to, the construction of an assigned project in
accordance with the Contract Documents within the time set forth in each Job Order, for the
compensation as determined by the method set forth hereinbefore in Section 00310.

[2]. The undersigned, as proposer declares that the only person or parties interested in this proposal as
principals are those named herein; that this proposal is made, without collusion with any other person,
firm, corporation; that the proposer has carefully examined the form of contract, instructions to proposers
for the proposed work; and agrees that the proposer will provide all the necessary machinery, tools
apparatus, and other means of construction, and will do all the work and furnish all materials called for in
the contract, specifications, and drawings, in the manner prescribed therein and according to the
requirements of the Owner’s Representative, or Architect or Engineer therein set forth.

[3]. It is further agreed that the quantities of work to be done and materials to be furnished may be
increased or diminished as may be considered necessary, in the opinion of the Architect, Engineer or
Owner’s Representative, to complete the work fully as planned and contemplated. Adjustment for
changes in work will be in accordance with the JOC Execution Guide and other related documents.

[4]. Proposal amounts shall be shown in both words and figures. In case of discrepancies the amount
shown in words shall govern.

[5]. The Proposer acknowledges Ark. Code Ann.§ 22-9-212 and intends to identify job specific costs for
Trenching Safety Systems for each individual Job Order in accordance with the Job Order Contracting
Execution Guide.
6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
   a. That the undersigned understands that the Owner reserves the right to reject any and all proposals and to waive any formality.

   b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within 10 days after receipt of the Intent to Award each Job Order, and after receiving a specific Notice To Proceed for a specific Job Order will commence work within 5 days after conveyance of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages, and not as a penalty, the sum set forth in each Job Order for each calendar day of delay until the work is completed or accepted.

c. That this proposal may not be withdrawn for a period of 60 days after the proposal opening.

d. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., and to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.

e. The Contractor will be selected to provide Job Order Contracting “on call services” for a period of one year, with the option for the Owner to extend the contract for up to three (3) additional contract periods.

f. Payment made for work performed will be based upon the method described in paragraph [9], hereinafter.

7. The following documents are attached to and made a condition of this Proposal.
   a. Contractor’s Statement of Qualifications and Work Plan. **Proposers: Please note the very important significance of providing a thorough response to this part of the Request for Proposals.**
      1) Best Value Proposal Evaluation - Contractor Capabilities (respond to evaluation form attached at back of this section).
      2) Best Value Proposal Evaluation - Work Plan (respond to evaluation form attached at back of this section).

8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:
   No. ........................................................................................................ Dated
   No. ........................................................................................................ Dated
   No. ........................................................................................................ Dated

9. I/We the undersigned, having read the JOC Execution Guide General Conditions and Supplementary Conditions for the University of Arkansas System, Invitation to Propose, and hereby propose to furnish all labor, materials, equipment and everything else necessary to complete projects in accordance with the conditions contained herein.

Each Job Order Contract shall be based upon a single coefficient, unit price, indefinite-quantity, firm fixed price, contract to perform for the University of Arkansas. **THE FOLLOWING MULTIPLIER IS TO BE USED WHEN PRICING WORK:**

00410-2/5
Coefficient (in words) __________________ (in Figures) __________________ shall be a multiplier applied to the “Total Incl. O&P” cost column. Coefficient shall be carried to two (2) decimal places only.

The performance and payment bonds, when required by this manual or the laws of Arkansas will be submitted with the executed contract if the proposal is accepted. The undersigned certifies that the bid coefficient contained in this proposal has been carefully checked and is submitted as correct and final. The undersigned agrees that he will not withdraw this proposal for a period of 60 calendar days.

Respectfully Submitted:

_____________________________________________________

Name of Proposer (Typed or Printed)

_____________________________________________________

_____________________________________________________

_____________________________________________________

(Address)

BY:

_____________________________________________________

(Signature and Title)

_____________________________________________________

Arkansas Contractor’s License Number

_____________________________________________________

Telephone Number

_____________________________________________________

Fax Number

_____________________________________________________

Federal ID Number or Social Security Number

_____________________________________________________

(Date)

00410-3/5
BEST VALUE PROPOSAL EVALUATION-Contractor Capabilities

Solicitation for Proposal ________________

CRITERIA

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<th>Total Points</th>
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0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds Requirements.

CONTRACTOR CAPABILITIES: (20% OF TOTAL POINTS)

1. Experience: Complete list with scopes of work for present construction projects with commercial corporations, government, and higher education clients. *Does the proposer demonstrate experience with clients of similar size and scope? 0-4

2. References: Complete list with scopes of work for completed construction project (latest 3 year period). *Did the list provide sufficient detail to determine ability? Reference checks sheets and comments? 0-4

3. Years of experience (Minimum 3-consecutive years): General information typically used (see verification sheets). *Experience relates to the amount of time in providing the service requirements, not necessarily the time the business has been in operation. 0-4

4. Project personnel qualifications: List of current subcontractors typically employed. *Were key personnel roles, responsibilities and resumes identified and provided? Does the organizational chart support the level of service required (number and type of crews, level of supervision)? Were subcontractor roles, responsibility and qualifications explained in sufficient detail? 0-4

5. Professional memberships, certifications, and licenses. Was information provided complete and current? 0-4

Total Contractor Capability Points (A) (transcribe total to page 00410-5) 0-20

*Reference information provided on Contractor’s Qualification Statement Form

00410-4/5
BEST VALUE PROPOSAL EVALUATION – Work Plan

Solicitation for Proposal ______________

CRITERIA

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WORK PLAN: (20% OF TOTAL POINTS)

6. Work Plan: Descriptive narrative sufficiently explaining how work will be performed, identities of staff, time lines, equipment and supplies procurement and deployment, subcontract supervision, strategies, reporting, overall quality of the work plan. Was this plan well organized and presented in a clear, concise and logical manner? 

7. Services: Outline of sufficient detail as to contractor services provided in this proposal. Were services explained as to what and how services are to be provided and to what extent? Are additional services of value to the University being offered in this proposal? 

8. Procedures: Outline and discussion of quality control personnel, plan, and standards; deficiency and punch list procedures, emergency procedures, and contingency plans for working around our ongoing educational operations (nigh, weekend, and intermittent scheduling). Did the proposer reflect standards to be utilized for implementation policies or procedures and clearly outline and discuss extent? 

9. Reporting and documentation: Examples of project management reports, close-out documents, as built procedures, shop drawings, submittal procedures, and safety reporting. Did the proposer clearly and concisely explain their reporting and documentation capabilities and provide examples? 

10. Acceptability: Was the work plan tailored to fit the University’s operations? Did it provide sufficient detail and insight into our educational needs and mission? Were responsibilities clearly and explicitly defined and aligned with the JOC program requirements? (No response required from contractor for this item)

Total Work Plan Points (B) 0-20

Total Contractor Capability Points (transcribed from sheet 00410-4) (A) 0-20

Cost Coefficient (60% of total points) (C) 0-60

(Low bid coefficient/this bid coefficient) x total maximum points for cost = points

GRAND TOTAL WORKSHEET POINTS (A+B+C) =D 0-100

END OF PROPOSAL FORM

00410-5/5
THIS AGREEMENT entered into this ________ day of _________________ 20___ by and between
(name and address) ________ hereinafter referred to as the Contractor, and the Board of
Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas hereinafter
referred to as Owner,

WITNESSETH:

1. That for and in consideration of the payment by the Owner in an amount set forth in each Job Order, the
Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct
that certain project in County, as designated.

Project Name: ____________________, Job Order Contracting for Construction Services, more
specifically described in the Contract Documents attached hereto and incorporated herein by reference.
Contract Documents include the following: the Agreement Form (this instrument); the Invitation to
Propose; Instruction to Proposers; Proposal Form; all Addenda; General and Supplementary Conditions (AIA Document A201-2007 as amended by the University of Arkansas). All construction shall be in exact
accord with the Contract Documents filed with the University of Arkansas on ____ (proposal date). The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the
Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the
work shall be subject to inspection and approval at all times by the Owner, the Design Professional,
appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said
Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations,
subtractions, or additions shall be set forth in writing in a document referred to as a “Change Order.” Said
document shall not be effective unless approved by the Owner, and the Design Professional. Once
effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be
made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Proposal Form, to begin work within 7
calendar days after a Notice to Proceed is issued and to complete the work within the number of
consecutive calendar days of the start date established by each Notice To Proceed. If the Contractor fails
to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated
damages and not in the nature of a penalty, the sum specified in the Proposal Form of for each calendar
day delayed, it being understood and agreed between the parties hereto that the said sum fixed as
liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of
any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of
difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum
shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default
of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the
contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any
extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept, and the Owner will pay for, the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor’s right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner’s funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor’s Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than $25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than $25,000 shall contain the following:

“Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.”
b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the appropriate Campus Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof, including Owner.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR**

**BY:** ______________________________

**TITLE:** ______________________________

**ADDRESS:** ______________________________

**DATE:** ______________________________

**NAME:** ______________________________

**WITNESS:**

Affix Corporate Seal (if any)
Address:

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas System

**BY:**

Ann Kemp, Vice President for Administration

**DATE:** ______________________________

**END OF DOCUMENT**

00520-3/3