

**SUBMITTAL
CHECKLIST**

Due Date: [REDACTED], 20[REDACTED] @ [REDACTED]. Central Time

Request Number:	RFP 739-[REDACTED]
Vendor Name:	
Tax ID. Number:	
Phone Number:	
Contact E-Mail:	
Contact Name:	

Check-off

1. Signed and Completed Execution of Offer (ref Appendix B).
2. Signed and Completed Addenda Checklist (ref Appendix C).
3. Responses to questions and requests in the Lease Specifications (ref Section 5).
 - Proposed Floor Plans
 - Legal Description of Property
 - Evidence of Current Zoning
 - Substitute W-9 Form
 - Statement of Agency
4. Signed and Completed Proposal Form (ref Section 6).
5. Deliver Proposal to:

TTUHSC prefers that all proposals be submitted using the TechBid system (<https://suppliers.sciquest.com/texastech/>).

Vendors experiencing first time registration issues in the TechBid system can contact the following for assistance:

technicalsupport@sciquest.com
1-800-233-1121 option 3 (for suppliers)

Or Mailed To:

Texas Tech University Health Sciences Center
Purchasing Office
Attention: [REDACTED]
3601 4th Street STOP 9021
Lubbock, Texas 79430

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SECTION 1 GENERAL INFORMATION

1.1 Introduction

The Texas Tech University Health Sciences Center (“TTUHSC”), a part of the Texas Tech University System, seeks proposals from qualified Proposers for Lease of Space (“Space”). The Space is more specifically described in Section 5.4 entitled Lease Specifications.

1.2 Description of Texas Tech University Health Sciences Center

The Health Sciences Center has as its major objectives the provision of quality education and the development of academic, research, patient care, and community service programs to meet the health care needs of the 108 counties of West Texas, which comprise 50% of the land mass and 11% of the population of the total state. This 131,000 square mile service area and population of 2.7 million has been, and remains highly underserved by health professionals and accessible health care facilities, despite the substantial and meaningful contribution made by our institution. Demographic shifts in West Texas populations, as well as socioeconomic and epidemiologic characteristics of its sub- groups, create major and specific demands for service. While education of students and residents remains the primary focus of the institution, there has been an important impact on the health status of West Texas. The lack of a single locus of population density has resulted in the regionalization of medical and health care education and patient care on multiple geographically separated campuses. In providing an excellent quality undergraduate, graduate, and continuing health professional education at each site, the health needs of the larger community have been better met and relevant indices of health status demonstrate significant improvement.

<http://www.ttuhs.edu/hsc/factbook/documents/2014.pdf>

1.3 TTUHSC’s Right to Reject

This RFP does not commit TTUHSC to select a Proposer or to award an agreement to any Proposer. TTUHSC reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by TTUHSC at its option. If TTUHSC receives fewer than three proposals, TTUHSC has the right to reissue this RFP in order to gain additional competitive proposals.

1.4 Public Information

- 1.4.1 Proposer is hereby notified that TTUHSC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.
- 1.4.2 TTUHSC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.
- 1.4.3 Upon execution of a final agreement, TTUHSC will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their

materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.5 Inquiries and Interpretations

- 1.5.1 TTUHSC may in its sole discretion respond in writing to written inquiries concerning this RFP and post its response as an Addendum to all parties recorded by TTUHSC as having received a copy of this RFP. Only TTUHSC's responses that are made by formal written addenda will be binding on TTUHSC ("Addenda"). Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by TTUHSC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.
- 1.5.2 Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. APPENDIX C). The Addenda Checklist must be received by TTUHSC prior to the Submittal Deadline and should accompany the Proposer's proposal.
- 1.5.3 Any interested party that receives this RFP by means other than directly from TTUHSC is responsible for notifying TTUHSC that it has received an RFP package, and should provide its name, address, telephone number and FAX number to TTUHSC, so that if TTUHSC issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

**SECTION 2
NOTICE TO PROPOSER**

2.1 Submittal Deadline

TTUHSC will accept proposals submitted in response to this RFP until [REDACTED], Central Time on [REDACTED], 20[REDACTED] (the "Submittal Deadline"). Proposals should be addressed to:

Texas Tech University Health Sciences Center
Purchasing Office
Attention: [REDACTED]
3601 4th Street STOP 9021
Lubbock, Texas 79430

2.2 TTUHSC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following TTUHSC contact ("TTUHSC Contact"):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Texas Tech University Health Sciences Center
Finance and Administration**
3601 4th Street STOP 9021 • TTSWMC Suite 200D, Lubbock, Texas 79430

TTUHSC specifically instructs interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to TTUHSC Contact. TTUHSC Contact must receive all questions or concerns no later than [REDACTED], 20[REDACTED]. TTUHSC will have a reasonable amount of time to respond to questions or concerns. It is TTUHSC's intent to respond to all appropriate questions and concerns; however, TTUHSC reserves the right to decline to respond to any question or concern.

2.3 Key Events Schedule

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

Distribution of RFP	[REDACTED], 20[REDACTED]
Deadline for Submission of Written Questions	[REDACTED], 20[REDACTED]
Deadline for Submission/Delivery of Proposals	[REDACTED], 20[REDACTED]
Evaluation of Proposals	[REDACTED], 20[REDACTED]

SECTION 3 PROPOSAL SUBMISSION PROCEDURES

3.1 Number of Copies

Proposer must submit a total of **one (1)** complete copy of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. APPENDIX B) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submittal Instructions for Online (TechBid) Proposals

3.2.1 TTUHSC **prefers** that all proposals be submitted using the TechBid system at <https://suppliers.scquest.com/texastech/>.

Vendors experiencing first time registration issues in the TechBid system can contact the following for assistance:

technicalsupport@scquest.com
1-800-233-1121 option 3 (for suppliers)

3.2.2 Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

3.2.3 All proposals must be submitted online no later than the date and time indicated in Section 2.1 "Submittal Deadline."

3.3 Submittal Instructions for Mailed/Delivered Proposals

3.3.1 TTUHSC prefers that all proposals be submitted using the TechBid system at <https://suppliers.scquest.com/texastech/>. However, if necessary, the proposer may elect to submit a printed version of the proposal and submit the proposal by mail or carrier service.

3.3.2 One (1) original individually-bound completed proposal is required for the mailed or delivered submittals. Note: One (1) electronic version (on a USB device) is also required for archival purposes.

3.3.3 Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification. NOTE: The original signature on the one (1) required original will serve as the official signature of record for all copies.

3.3.4 Proposals should be submitted in a sealed envelope or box marked with the name of the RFP (as shown on the cover page of this RFP) and the opening date. All proposals must be submitted no later than the date and time indicated in Section 2.1 "Submittal Deadline."

3.4 Proposal Validity Period

Each proposal must state that it will remain valid for TTUHSC's acceptance for a minimum of ninety (90) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.5 Terms and Conditions

Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. APPENDIX A), the Notice to Proposer (ref. Section 2 of this RFP), Proposal Submission Procedures (ref. Section 3 of this RFP) and the Lease Specifications (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of Space will prevail.

**SECTION 4
EVALUATION CRITERIA AND AWARD**

4.1 Evaluation Process

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

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

4.2 Proposer’s Acceptance of Evaluation Methodology

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

4.3 Evaluation Criteria and Weights

4.3.1 Each proposal shall be evaluated on the ability to meet TTUHSC’s requirements and to provide the best value to TTUHSC.

4.3.2 The evaluation will be based on the following system:

Criteria	Weight
Proposer’s	%
Proposer’s	%
Proposer’s	%
Proposer’s	%
Proposer’s	%
Proposer’s	%
Proposer’s	%

4.4 Consideration of Additional Information

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

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Section 2.1 entitled “Submittal Deadline.”

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the proposers or, at TTUHSC's sole option and discretion, TTUHSC may discuss or negotiate all elements of the proposal with selected proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

4.7 Award of Agreement

- 4.7.1 TTUHSC reserves the right to award an agreement for all or any portion of the requirements proposed by reason of this request, award multiple agreements, or to reject any and all proposals if deemed to be in the best interests of TTUHSC and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If TTUHSC awards an agreement, it will award the agreement to the Proposer whose proposal is the most advantageous to TTUHSC, considering price and the evaluation factors set forth in this RFP.
- 4.7.2 TTUHSC intends to negotiate and award an agreement with the vendor submitting the proposal the evaluation committee determines best meets the system's requirements and is considered to be the best value overall. The agreement is a non-exclusive agreement, and TTUHSC reserves the right to enter into one or more agreements with third parties covering the same or similar Space.
- 4.7.3 The Proposer may submit its standard agreement for review by TTUHSC. The agreement entered into by the parties shall consist of the RFP, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written agreement, and purchase order(s), all of which shall be referred to collectively as the agreement documents.

SECTION 5
LEASE SPECIFICATIONS

5.1 General

The minimum requirements and the specifications for the Space, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The successful Proposer is referred to as the “Lessor”.

5.2 Minimum Requirements

Each proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

Proposer is current with the State of Texas Comptroller of Public Accounts
<https://cpafmprd.cpa.state.tx.us/tpis/servlet/TPISReports?reptId=wrntHol>

Proposer can provide Certificate of Franchise Tax status.
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

5.3 Additional Requirements Specific to this RFP

5.4 Specifications

SECTION 7
GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX A**) or, in the sole discretion of TTUHSC, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal. Proposer's exceptions will be reviewed by TTUHSC and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then TTUHSC may consider Proposer's exceptions when TTUHSC evaluates the Proposer's proposal.

**APPENDIX A
AGREEMENT**

Attached as Separate File

APPENDIX B EXECUTION OF OFFER

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

- 1.1 By signature hereon, Proposer represents and warrants the following:
- 1.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between TTUHSC and Proposer; (3) TTUHSC has made no representation or warranty, written or oral, that one or more contracts with TTUHSC will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 1.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Space.
 - 1.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Space.
 - 1.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 1.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 1.1.6 If selected by TTUHSC, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 1.1.7 If selected by TTUHSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 1.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that TTUHSC will rely on such statements, information and representations in selecting Contractor. If selected by TTUHSC, Proposer will notify TTUHSC immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 1.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TTUHSC, INDEMNIFY, AND HOLD HARMLESS TTUHSC, THE TEXAS TECH UNIVERSITY SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 1.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 1.2 By signature hereon, Proposer offers and agrees to furnish the Space to TTUHSC and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 1.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at TTUHSC.
- 1.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at TTUHSC's option, may result in termination of any resulting contract or agreement.
- 1.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 1.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 1.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's bid is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

- 1.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The Texas Tech University System, on the other hand, other than the relationships which have been previously disclosed to TTUHSC in writing; (ii) Proposer has not been an employee of any component institution of The Texas Tech University System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before TTUHSC enters into a contract or agreement with Proposer.
- 1.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting TTUHSC from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 1.10** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 1.11** By signature hereon, Proposer represents and warrants that all products and Space offered to TTUHSC in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 1.12** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time TTUHSC makes an award or enters into any contract or agreement with Proposer.

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

**APPENDIX C
ADDENDA CHECKLIST**

Proposal of: _____

To: Texas Tech University Health Sciences Center

RFP No.: 739- _____

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX D
CODES, STATUTES, ORDINANCES, AND STANDARD

1. Texas Civil Statutes (T.C.S.) and United States Code.
 - a. In signing proposal, Proposer certifies that at the time the leased premises become occupied by TTUHSC and throughout the term of the lease and any additional tenancy, owner will comply with all applicable provisions of the following:
 - (1) Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176, which governs the leasing of space for State Agencies, and Title 1, Texas Administrative Code, Chapters 115.31 through 115.40 governing state leased Property.
 - (2) Chapter 501, Texas Labor Code; Title 28, Texas Annotated Code, Section 251.401 and Section 251.402; 29 code of Federal Regulations, Part 1910, republished in its entirety as of November 7, 1978 (commonly known as OSHA); and 29 code of Federal Regulations, Part 1926, Occupational Safety and Health Regulations for Contractors, republished in its entirety February 9, 1979, and amendments thereto.
 - (3) The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S.; as prepared and administered by the Texas Department of licensing and Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq.; and these specifications. In instances of differences between TAS, ADAAG, and these specifications, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.

TTUHSC does not have the authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.

Neither TTUHSC nor the Texas Department of licensing and Regulation has authority to waive any requirements of the federal Americans with Disabilities Act, nor any claim to such waiver is expressly denied.
 - b. Article 9102, T.C.S., requires that all plans and specifications for construction or for the substantial renovation, modification, or alteration of a building or facility leased by the state that has an estimated construction cost of \$50,000 or more be submitted to the Texas Department of Licensing and Regulation (T.D.L.R.) for review and approval prior to the time that construction or that substantial renovation, modification, or alteration on the building or facility begins. T.D.L. R. is also required to inspect the leased space prior to occupancy of the lease, regardless of the estimated construction cost.
 - (1) If Proposer has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.
 - (2) Proposer shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.

- (3) Proposer shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.

Plans and specifications must be submitted to, and a fee schedule can be obtained from the following address:

Architectural Barriers Program
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711

Telephone: (512) 463-3211

- (4) Within sixty (60) days after award of the contract, the Proposer shall make arrangements with T.D.L.R. and shall pay the applicable fee for inspection of the lease space by T.D.L.R.; T.D.L.R. is required to inspect the leased space prior to occupancy of the lease, as allowed in paragraph I.C.2 of the Request for Proposal. Proposer shall notify T.D.L.R. in writing at the address listed after paragraph 1.b. (3) of Attachment "A" to make arrangements for inspection of the lease space.
- c. The following specific requirements do not relieve the Proposer from the obligations in paragraph 1.b (3) of Attachment "A".
- (1) If the space is "to be built", the space and exterior conditions shall comply with all accessibility standards for accessible sites and accessible buildings applicable to new construction as prescribed in TAS and ADAAG.
 - (2) If the space is in an existing building, the site and building entrances shall comply with requirements applicable to new construction. The space shall be considered a primary function area and shall comply with requirements for accessible buildings applicable to alterations in TAS and ADAAG.
 - (3) If the space is in a qualified historical building or facility, the site shall comply with requirements for accessible sites applicable to new construction and the space shall comply with requirements for accessible construction and the space shall comply with requirements for accessible buildings subject to historical preservation in TAS and ADAAG.
 - (4) In instances where an element of accessibility does not meet the technical requirements of regulations under Article 9102, T.C.S., alterations to achieve compliance will be required unless written justification supporting impracticality is submitted to and approved in writing by the Texas Department of Licensing and Regulation prior to proposing on the lease. If the Texas Department of Licensing and Regulation determines that full compliance with a technical requirement is impractical, there shall be substantial compliance with the requirement to the maximum extent practical and as established by the Texas Department of Licensing and Regulation.

2. Hazardous Materials and Asbestos Containing Building Materials

environmental staff review, and asbestos abatement and/or O&M requirements shall be borne by the lessor.

3. Inspection During Renovation/construction of Lease Space
 - a. To ensure that the lease space is compliant with lease specifications during construction or renovation of lease space, the lessee may utilize its construction inspectors to inspect the space as deemed necessary prior to the commencement date.

4. The contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

The space to be occupied by TTUHSC pursuant to the terms of this lease must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety, and welfare, and Lessor hereby covenants that the space made the subject of this lease will so comply. TTUHSC reserves the right, either prior to occupancy of the space or at any time during occupancy of the space, to inspect the premises to verify the lessor's compliance with the covenant herein made. TTUHSC may perform the inspection, or have it performed on behalf of TTUHSC.

5. Leased space shall meet all zoning and building code requirements of the local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site review, plan reviews, development and building permits, inspections, and certificates of occupancy. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development in direct violation of this paragraph, such action shall be grounds for termination of the lease by the TTUHSC in accordance with paragraph 5(n) of the State Lease contract.
6. TTUHSC has an agency-wide non-smoking policy. Space to be occupied under this lease shall be designated "non-smoking area". In addition, Lessor shall comply with any local non-smoking ordinances applicable to the building to be occupied by TTUHSC.