REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

#### RFP 744-R1723

#### Fire Suppression Inspection & Maintenance Services

Bid Submittal Deadline: July 19, 2017, 11:00 AM CST

HUB Subcontracting Plan Submittal Deadline: July 19, 2017, 11:00 AM CST

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Prepared By:

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June 19, 2017

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) - 6431 Fannin Street
* Cyclotron Building (CYC) - 6431 Fannin Street
* School of Dentistry (SOD) - 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) - 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS) - 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) - 1941 East Road
* Institute of Molecular Medicine (IMM) - 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) - 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Background and Special Circumstances**

The physicians at The University of Texas Medical School at Houston located in the University of Texas Professional Building provide comprehensive, multi-specialty care for your entire family. They are the teaching physicians affiliated with the medical school. By choosing UT Physicians, a patient has access to more than 700 faculty physicians trained in more than 80 medical and surgical specialties.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.3** (**Scope of Work**) of this Request for Proposal (**RFP**) 744-R1723 for fire suppression inspections and maintenance services.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **11:00 AM Central Standard Time** (CST), on **July 19, 2017** (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

**Attention: LaChandra Wilson**

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

 Email: LaChandra.Wilson@uth.tmc.edu

Subject Line: RFP No. 744-R1723

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **11:00 AM CST, July 7, 2017** (**Question Deadline**), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

* + - 1. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

2.3.2.1 **Pricing (40%)**

Evaluation in this category is based on the Respondent’s Pricing as stated in Section 6 of this RFP.

* + - 1. **Qualifications and Experience (60%)**

Evaluation in this category is based on the Respondent’s responses regarding experience and abilities as stated in Sections 5.4.2 - 5.4.18 of this RFP. Next ranked respondents will be proportionately ranked accordingly.

**2.4 Key Events Schedule**

Date RFP Issued June 19, 2017

 MANDATORY Pre-Proposal Conference June 26, 2017, 9:30 AM CST

 (ref. **Section 2.6**)

Question Deadline July 7, 2017, 11:00 AM CST

(ref. **Section 2.2**)

Submittal Deadline July 19, 2017, 11:00 AM CST

 (ref. **Section 2.1**)

 HUB Subcontracting Plan Deadline July 19, 2017, 11:00 AM CST

 (ref. **Section 2.5**)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

**Questions regarding the HSP may be directed to:**

 Shaun McGowan

Manager, HUB and Small Business Programs

Phone: (713) 500-4862

Email: Shaun.A.McGowan@uth.tmc.edu

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and (*4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline (ref.* ***Section 2.1****))*, Proposer must submit the following HUB materials (**HUB Materials**):

**Two (2) complete original paper copies of Proposer’s HSP.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope)** with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

**2.6 Mandatory Pre-Proposal Conference**

University will hold a **MANDATORY** pre-proposal conference at the date, time and location specified below. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. **At least one representative from your company MUST be in attendance in order for your company’s proposal to be accepted and considered by the University.**

 Date/Time: June 26, 2017, 9:30 AM CST

 Location: The University of Texas Health Science Center

 Behavioral and Biomedical Sciences Building (BBS)

1941 East Rd

 Houston, TX 77054

At the Proposer’s expense, parking is available in any parking area designated for visitors near or around the BBS or School of Dentistry (SOD).

**SECTION 3**

**SUBMISSION OF PROPOSAL**

Proposer must submit (a) FIVE (5) complete paper copies of its *entire* proposal, and (b) ONE (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) 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 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

**Attention: LaChandra Wilson**

1851 Crosspoint, Suite OCB-1.160

Houston, TX 77054

University will not acknowledge or receive a Proposal that is delivered by telephone, facsimile (fax), or electronic mail (e-mail).

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1 Specifications and Additional Questions (ref. **Section 5**);

 3.4.1.2 Sample Agreement (ref. **APPENDIX TWO**);

 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);

 3.4.1.4 Notice to Proposers (ref. **Section 2**).

**3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**)

3.5.7 Signed and completed W-9 Form

3.5.8 Copy of Proposer’s CURRENT insurance certificate (Note: At the time contract execution, selected Contractor will be required to provide proof of insurance in accordance with limits stated in the attached Sample Agreement—ref. APPENDIX TWO)

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, 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 in accordance with **Section 5.4.1**. Proposer’s exceptions will be reviewed by University 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 University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

**5.2 Proposer’s Minimum Qualifications**

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

5.2.1 Inspection, testing, repairs and maintenance of fire suppression systems shall be performed by a licensed firm, who has been engaged in the design and installation of automatic sprinkler systems for at least two (2) years.

 5.2.2 Qualified individuals, as specified by NFPA, shall perform inspections, testing, and maintenance of fire suppression systems.

**5.3 Scope of Work**

5.3.1 **Overview**

 The purpose of this RFP is to select a qualified vendor to provide inspection, testing and maintenance services for fire suppression systems on the main campus of UTHealth as required by the National Fire Protection Association (NFPA) Standard 25 Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems and NFPA Standard on Clean Agent Extinguishing Systems.

The Agreement resulting from this RFP will include suppression systems at the following UTHealth facilities located in the immediate vicinity of the Texas Medical Center:

* + - Behavioral and Biomedical Sciences Building (BBS), 1940 East Road
		- Cyclotron Facility (CYC), 6431 Fannin
		- School of Dentistry Building (SDB), 7500 Cambridge Street
		- Dental Branch Building (DBB), 6516 MD Anderson Blvd.
		- Sarofim Research Building (SRB), 1825 Pressler Street
		- Medical School Building (MSB), 6431 Fannin Street
		- Medical School Expansion (MSE), 6431A Fannin
		- Operations Center Building (OCB), 1851 Crosspoint Avenue
		- Reuel A. Stallones (RAS), 1200 Herman Pressler Drive
		- School of Nursing (SON), 6901 Bertner
		- University Center Tower (UCT), 7000 Fannin Street

In addition to the above facilities, the owner may opt to add additional facilities in the vicinity of the Texas Medical Center as they come online.

5.3.2 **Codes and Standards (per latest applicable NFPA codes):**

1. NFPA 25 “Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems”
2. NFPA 2001 “Standard on Clean Agent Extinguishing Systems”
3. NFPA 72 “National Fire Alarm Code”
4. NFPA 101 “Life Safety Code”
5. NFPA 13 “Sprinkler Installation Code” (edition to match the installation at each individual facility)
6. NFPA 1 “Fire Code”

If Contractor is or becomes aware of any code or standard that conflicts with any other code, standard, or recognized practice, the Contractor shall immediately notify the University Project Manager of such conflict if efforts for resolution.

5.3.3 **Suppression System Specifics**

Below are overview charts, by facility, with building information, the types of systems present, number of systems and device counts. Also included is the current inspection schedule of each facility. The University desires to maintain the same inspection schedule.

These locations and lists are for reference only. Although the University attempts to keep these records current, the Contractor should verify all information prior to commencement of Work.

**Building Specifications**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Gross Sq. Ft. | Number of Floors | Percent Sprinkled | Fire Alarm Panel |
| BBS | 153,000 | 6 | 100% | EST |
| CYC | 17,277 | 2 | 100% | Autocall TFX 500 |
| SOD |  298,521 | 6 | 100% | Simplex4100ES |
| MSB | 879,302 | 10 | 100% | Simplex4100ES |
| MSE | 200,000 | 7 | 100% | Simplex 4100U |
| OCB\* | 227,000 | 2 | 100% | Simplex4100ES |
| RAS | 231,681 | 11 | 100% | Simplex4100ES |
| SON\*\* | 193,384 | 8 | 100% | Notifier |
| SRB | 206,730 | 6 | 100% | Simplex 4100U |
| UCT\*\*\* | 740,042 | 27 | 100% | Simplex4100ES |

\* Includes Main Building and Annex

\*\* Includes Main Building and Service Building

\*\*\* Includes Main Building and Garage

**Current Inspection Schedule**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| BBS |  | A |  |  | Q |  |  | Q |  |  | Q |  |
| CYC |  |  | A |  |  | Q | A |  | Q |  |  | Q |
| SOD | Q |  |  | Q |  |  | A |  |  | Q |  |  |
| MSB |  | Q |  | S | Q |  |  | Q |  | S | A |  |
| MSE |  |  | A |  |  | Q |  |  | Q |  |  | Q |
| OCB |  | A |  |  | Q |  |  | Q |  |  | Q |  |
| RAS |  |  | Q | S |  | Q |  |  | Q | S |  | A |
| SON | Q |  |  | Q |  |  | Q |  |  | A |  |  |
| SRB |  | Q |  |  | A |  |  | Q |  |  | Q |  |
| UCT |  |  | Q | S |  | Q |  |  | A | S |  | Q |

Note: Q = Quarterly; A = Annual; S = Special Suppression

**Suppression System Specifics by Building**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | # of fire pumps (size) | # of dry pipe systems  | # of antifreeze loops  | # of preaction systems  | # of special suppression systems  |
| BBS\* | 2(1,000 gpm) | - | - | - | - |
| CYC\*\* | - | - | 1 (entrance from loading dock) | - | - |
| SOD\* | 2(1,000 gpm) | - | - | - | - |
| MSB | 1(1,500 gpm) | 1 | - | 1 (G.100) | 1 Inergen (3.402) |
| MSE | 1(750 gpm) | - | - | - | - |
| OCB | - | - | 1 (annex) | - | - |
| RAS | - | - | - | - | 1 Inergen (8th flr) |
| SON\*\*\* | - | 1 | - | 1 (4M02) | - |
| SRB | 1(1,000 gpm) | 2 | 1 (Penthouse stairwell) | - | - |
| UCT | 2(2,750 gpm) | 10 in Garage1 in Penthouse | - | 1 (Data Center) | 1 Inergen (elev. Machine room)3 Sapphire (Data Ctr.) |

 \* BBS and SOD fed from South Campus Central Plant

\*\* CYF fed from MSB

\*\*\* RAS fed from SON pump

|  |  |  |  |
| --- | --- | --- | --- |
|  | # of wet pipe Systems | # of FCV’s | # of Sectional Valves |
| BBS | 2 | 10 | 2 |
| CYC | 1 | - | - |
| SOD | 3 | 13 | 3 |
| MSB | 3 | 25 | 29 |
| MSE | 2 | 8 | 3 |
| OCB | 4 | - | - |
| RAS | 2 | 22 | 1 |
| SON | 2 | 12 | 1 |
| SRB | 2 | 20 | 7 |
| UCT | 1 | 22 | 12 |
|  | \*Substantial Completion, April 2012 |

* + 1. **Term of the Agreement**

The term of this Agreement is expected to begin September 1, 2017, with a two (2) year base term. Upon completion of the base term, a renewal will be available, at the University’s discretion, for up to three (3) additional, one (1) year terms—each a Renewal Term.

5.3.5 **Inclusions for Testing, Inspection, and Maintenance**

Items below are to be included in this Scope of Work but are not all-inclusive. Please refer to the applicable Code and Standard for all requirements.

1. Annual Visual Sprinkler System Inspection, per NFPA 25, of the following:
	1. Sprinkler Coverage
	2. Bracing
	3. Pipe & Fittings
	4. Sprinklers
2. Quarterly Sprinkler System Inspection, per NFPA 25, of the following:
	1. Gauges
	2. Control valves
	3. Waterflow devices
	4. Valve supervisory devices
	5. Hydraulic name plate
	6. Fire Department Connections
3. Semi-Annual Special Suppression System Inspection/Testing, per NFPA 2001, of the following:
	1. Inergen systems located at MSB (server room), SPH (server room), & UCT elevator machine rooms
	2. Saphire systems located in the data center of UCT
4. Hangers: shall be inspected per the requirements of NFPA 13 and 25
5. Piping and Fittings: shall be inspected per the requirements of NFPA 13 and 25
6. Valves: shall be inspected per the requirements of NFPA 13 and 25

1. Sprinkler Heads: shall be inspected per the requirements of NFPA 13 and 25
2. Fire Alarm
	1. This Agreement will cover the testing of all sprinkler devices per NFPA 13, 25, and 101 as they report to the fire alarm panel.
	2. Fire alarm inspection is NOT included in this Scope of Work and will be performed under a separate Agreement and Contractor.

* + 1. **Contractor’s Responsibilities and Performance**
1. Contractor can acquire the most recent sprinkle/building drawings in AUTOCAD format from the ODR/PM for most of the campus facilities. AUTOCAD drawings are schematic only and UTHSC-H does not guarantee the accuracy of the drawings. Not all facilities have sprinkler drawings. Change orders based on the owner’s drawings will not be authorized. The Contractor will field verify drawings and supply the University with any discrepancies between their visual inspections and drawings.
2. The existing fire protection system must remain in service during testing as much as reasonably possible. If at any time the systems must be taken off line, the Contractor will provide a trained fire watch to monitor the fire alarm panel.
3. The inspection team should also be familiar with the operation of the fire alarm panels at each facility. The inspection team will be required to work the fire alarm panel for inspection purposes. This includes preventing nuisance alarms in the building. The panels can be placed in manual mode during testing, but a fire watch must be provided at the panel whenever the panel is in manual mode. The 4100U and EST panels have bypass capabilities. When horns, strobes, elevator recall, etc are placed in bypass a fire watch must be provided by the inspection team.
4. The installer must schedule and perform testing with the EHS as far in advance as possible. Inspections will be coordinated at a minimum of 1 month before they are actually due in order to provide adequate notice to building occupants. The EHS will send out advance notice to stakeholders of the testing. However, it is the responsibility of the contractor to notify the monitoring station (UTPD Dispatch) that they are onsite and will be performing testing and to disregard alarm events while performing tests. Once testing is completed for the day (or they break for lunch), it is the responsibility of the contractor to call dispatch to remove the test status.
5. All testing that will impact the building occupants (fire alarm initiation, pump flow tests, etc.) must be scheduled outside of typical operating hours, Monday - Friday, 7:45 AM to 5:00 PM.
6. Visual inspections, tampers, waterflow testing (in unoccupied area or managed into a bucket), and other testing that can be performed without impact to building occupants can be scheduled during regular operating hours as long as it is scheduled through the ODR/PM.
7. Contractor is required to follow University procedure (see Contractors Rules) when working at University.  This includes ID Badges for inspection team, parking, scheduling with the ODR/PM, etc.
8. If the system is found inoperable, immediately after attaching a red label, the licensee or the registered firm must orally notify the ODR/PM and the EH&S where available, of all impairments and provide a written notification, e-mailed, faxed or hand delivered within the next business day of the attachment of the red label. The licensee or registered firm must provide the ODR/PM with suggested corrective action within 24 hours of verbal notification.
9. If the system has a fault condition or is impaired from normal operation, after attaching a yellow label, the licensee or the registered firm must notify the ODR/PM and EH&S in writing indicating the condition(s). The written notification must be postmarked, e-mailed, faxed or hand delivered within three (3) business days of the attachment of the yellow label.
10. Within one (1) week after an inspection is completed, Contractor will provide a written, electronic report of the inspection findings electronically to EHS. The inspection report should clearly identify the deficiencies found by location, should indicate what code it is in violation of, whether the violation caused a yellow or red tag of the system, and corrective measures required to meet code requirements.
11. Within two (2) weeks of the inspection, the Contractor will provide a proposal for correction of the identified deficiencies/violations for consideration by the ODR/PM.
12. Once the deficiencies/violations proposal has been reviewed and approved for correction by the ODR/PM, the inspector will meet with the appropriate technician to review the deficiencies in detail so that corrective actions can begin. The intent is to provide turn-key service for inspections and corrective measures.

5.3.7 **Shutdown**

Under supervision of the ODR/PM, the Contractor shall perform all work associated with the suppression system inspection and/or testing. Unless authorized by the ODR/PM, all systems are to be returned to service before the end of each business day. Anytime the system is not in operation the Contractor shall provide a trained technician to perform a fire watch. The fire watch must be approved by the ODR/PM.

5.3.8 **Vivarium Requirements**

The Animal Care facility located at the Institute of Molecular Medicine located in the Sarofim Research Building (SRB) has specific requirements and guidelines that must be adhered to when visiting the facility. The Contractor must adhere to the following guidelines when performing work in this area of the building:

1. Contractor must not enter another animal facility before entering the SRB animal facility.  The SRB animal facility is the cleanest animal facility at UTHealth and must be entered first on a daily basis.
2. Contractor must receive training (lasting 10-15 minutes) the first time they enter the SRB animal facility, and the supervisor of each crew must complete a visitor's form—one (1) form for the entire crew.
3. Contractor must sign in the visitor's log daily.
4. Contractor must change into scrubs and wear personal protective equipment provided by CLAMC (Center for Laboratory Animal Medicine and Care) including head cover, mask, gloves, and shoe covers. No street clothes can be worn under the scrubs.  If Contractor must enter an occupied animal room, a cover gown must also be worn.
5. Scrubs and protective equipment must NOT be worn in the break room or outside of the animal facility.  Contractor must change into street clothes before exiting the locker room.
6. All of Contractor’s equipment must be decontaminated with disinfectant as thoroughly as possible by a member of CLAMC.  University will show Contractor the designated elevator to place equipment on CLAMC will bring equipment up to the second floor and decontaminate the equipment before passing it to the Contractor.  Only what is needed to accomplish the job should be brought into the SRB animal facility.
7. A member of SHERM who is approved for unescorted access to the irradiator must accompany contractors when work needs to be performed inside the irradiator room.
8. Contractor is responsible for cleaning up any debris created by its work.  CLAMC will provide brooms, dust pans, mops and disinfectant.  CLAMC has ladders, garbage barrels and carts to be used by the Contractor.  Outside equipment of this type should not be brought into the SRB animal facility.

5.3.9 **Housekeeping**

All furniture and office equipment will be covered prior to working in the ceiling above those areas. All spaces shall be left clean and in order. Ladders (not chairs or desks) shall be used at all times. Material or equipment within the space is not permitted to be used by the Contractor for any reason. Damaged ceiling tiles and grids will be replaced immediately by the contractor. If additional cleaning is required as a result of testing/inspection, the cost will be charged to the Contractor.

* + 1. **Special Conditions**
1. **Definitions**

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein.

* + - *Campus* means the buildings and grounds, including parking lots, plazas, pedestrian ways, and other areas, that are owned or leased property of The University of Texas Health Science Center at Houston.
		- *ODR/PM* means UT Health Science Center “Owners Designated Representative / Project Manager”
		- *EHS* means UT Health Science Center “Environmental Health and Safety”
		- *CLAMC* means Center for Laboratory Animal Medicine and Care
		- *SHERM* means Safety, Health, Environment & Risk Management
1. **Owner’s Campus Operations**

Proposals shall include whatever cost necessary to prevent disruptive activities (dust, noise and odors) from 7:00 AM to 6:00 PM. Contractor shall maintain a safe and secure environment for students, faculty, and staff in the areas adjacent to the Project to include posting notices, fencing, etc. If after hours work is required, the ODR/PM must be notified in the proposal and will be responsible for notifying the appropriate personnel at the UT Police Department.

Contractor will use designated routes to and from job sites and keep noise to a minimum. The use of any portable electronic devices, MP3 players, radios, etc, is strictly forbidden. Harassment, sleeping and smoking are forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior.

1. **Project Parking**

Parking on the Campus at the Project site is not available unless otherwise specified by the ODR/PM. Contractor must arrange to park at Texas Medical Center parking facilities or other parking facilities.

1. **ID Badges**

Contractor must obtain and wear a University ID badge at all times. A consolidated list of ID badges will be requested through the ODR/PM, who will submit a copy of the request to the appropriate management of each building/school for approval when applicable. The ODR/PM will forward the request directly to the Parking Office on the first floor of the University Center Towers for processing. Contractor will be able to pick up the badges directly from the University Bursar’s Office. There is a $15.00 fee for each badge which is the expense of the Contractor.

An ID Badge request includes which workers will be authorized to enter each facility. Badge Access, allows Contractor to enter a specific door which has card/badge access entry. Access will be granted on a case by case basis. Normally only construction project managers, supervisors and design teams will be authorized badge access only to doors that are required to access the job site and only for the duration of the project. Perimeter access to the building should only be required if the work is scheduled after hours or if a door that is normally locked must be used.

At completion of the project, the ODR/PM will collect all Contractor ID badges and insure card reader access is de-activated. If no further work is anticipated, the badges will be returned to the University ID badge department.

1. **Keys**

If a room key is required, the ODR/PM will provide a key to the facility prior to work commencing along with a campus sprinkler valve key. The Contractor will be responsible for all keys in its possession. If a key is lost or stolen, the Contractor will pay the necessary fee for replacement. Doors will not be propped open at any time. Upon completion of the inspection or corrective work, the Contractor will return the facility-specific key to the ODR/PM. The sprinkler valve key is a campus key which will be issued to the Contractor at the beginning of this executed Agreement and returned by the Contractor at the time the Agreement expires or is terminated.

Building master keys will not be issued to the Contractor. If a room is to be vacated for construction the Contractor will coordinate through the ODR/PM to have a temporary core installed for security. If the room is occupied, the ODR/PM will coordinate someone to allow access to the room for short duration projects. An inventory or digital pictures shall be taken by the PM before and after construction.

1. **Entry and Exit Routes**

All workers will sign in upon arrival and sign out upon departure at the security desk. Only doors and routes identified at the pre-construction meeting will be used by the Contractor.

Contractor shall schedule all necessary material stocking, demolition and trash removal through school corridors and elevators during non-peak hours, as approved by the ODR/PM. All materials will be brought into the building through the loading dock and transported using the service elevator.

The loading dock is only to be used for loading and unloading unless approved by the ODM/PM. The loading dock will not normally be used for parking. Vehicles left unattended or unauthorized by ODM/PM will be towed at the expense of the owner.

**5.4 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + 1. If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.

Qualifications and Experience

* + 1. Provide a customer reference list of no less than three (3) organizations with whom Respondent currently has contracts with and/or has previously provided projects of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).
		2. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any University employee? If yes, please explain.
		3. How will your financial resources be used to cover start-up costs and other negative cash flow periods?

5.4.5 Provide three (3) specific examples of how you managed some of your inspection and correction contracts with multiple types of inspection and corrections being performed simultaneously.

5.4.6 Please give three (3) examples of problems that occurred in past projects. How did you correct them and avoid repetition?

5.4.7 Provide an organizational chart of your upper management and branches, to include a brief description of the duties of each key person.

5.4.8 Describe how you will manage and operate this contract. Include the customer contact interface and support provided from your main office.

* + 1. How do you measure your performance and customer satisfaction?

5.4.10 Discuss your opinion as to the advantages of the inclusion of inspection and corrections in one contract.

5.4.11 Describe how you will identify and qualify subcontractors for work on this contract. What percentage of the work do you anticipate subcontracting? What trades, if any, will you perform with your own employees?

 5.4.12 How will you manage and supervise the subcontractors on this contract?

5.4.13 Provide a statement of your approach to fulfilling these requirements, and especially the unique benefits of employing your firm, and other considerations.

 5.4.14 Describe your approach to Job Site Safety.

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

5.4.16 Describe in detail how you will approach the turn key service we are requesting for inspections and corrections.

5.4.17 Describe your company's quality assurance program, what are your company’s requirements, and how are they measured?

5.4.18 Provide a list of any goods or services not specified in this RFP that your company would provide to University, e.g. project management software, and cost estimating.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1723

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

**6.1 Pricing for Services Offered**

**6.1.1 Breakdown of Base Bid**

Provide pricing for the cost of each individual inspection at each building. Respondent is to state the price to inspect the facilities (as noted in the Statement of Work and current codes/standards) for each type of inspection. A cumulative cost shall be submitted in Section 6.1.2 to reflect cost for an entire year.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Quarterly | Annual | \*\*Special Suppression | Annual  |
| BBS | $ | *X 3* | $ |  |
| CYF | $ | *X 3* | $ |  |
| DBB | $ | *X 3* | $ |  |
| MSB | $ | *X 3* | $ | $ | *X2* | $ |
| MSE | $ | *X 3* | $ |  |
| OCB | $ | *X 3* | $ |  |
| RAS | $ | *X 3* | $ | $ | *X2* | $ |
| SON | $ | *X 3* | $ |  |
| SRB | $ | *X 3* | $ |  |
| UCT | $ | *X 3* | $ | $ | *X2* | $ |
|  Yearly Total : | $ |  | $ |

 \*\*NOTE: IT WILL BE AT THE UNIVERSITY’S DISCRETION TO DECIDE IF THE ENTIRE AWARD WILL GO TO A SINGLE CONTRACTOR OR IF THE SPECIAL SUPPRESSION SERVICES WILL BE EXCLUDED AND AWARDED TO ANOTHER CONTRACTOR.

**6.1.2 Incremental Testing**

Provide pricing for inspections performed at increments greater than one (1) year at the request of the University. It will be the University’s discretion to make a separate award for the incremental portion.

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for one (1) year

1. **Dry Pipe and PRV Testing (provide price per building):**

|  |  |  |
| --- | --- | --- |
|  | Dry Pipe (3 yr) | PRV (5 yr) |
| BBS |  |  |
| CYF |  |  |
| MSB | $ |  |
| MSE |  | $ |
| OCB |  |  |
| RAS |  | $ |
| SON | $ | $ |
| SRB | $ |  |
| UCT | $ | $ |

1. **Standpipe Testing (provide price per unit):**

 Standpipe tests: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each or per unit

**6.1.3 Fixed Service Cost**

The Fixed Service Labor Rates will apply for corrective action work associated with each item listed below:

 Replace fire pump packing $\_\_\_\_\_\_\_\_\_\_\_\_

Replace PRV $\_\_\_\_\_\_\_\_\_\_\_\_

Replace OS&Y $\_\_\_\_\_\_\_\_\_\_\_\_

Relocate sprinkler head $\_\_\_\_\_\_\_\_\_\_\_\_

Install additional sprinkler head $\_\_\_\_\_\_\_\_\_\_\_\_

After hours coefficient \_\_\_\_\_\_\_\_\_\_\_\_%

 Costs for materials: Actual cost plus \_\_\_\_\_\_\_\_\_% markup

 **Other:**

Sprinkler Repair Technician $\_\_\_\_\_\_\_\_\_\_\_\_ per hour

Fire Pump Technician $\_\_\_\_\_\_\_\_\_\_\_\_ per hour

After hours coefficient $\_\_\_\_\_\_\_\_\_\_\_\_ per hour

**6.3 Delivery Schedule of Events and Time Periods**

 Calendar days to commence work after issuance of Notice to Proceed (NTP): \_\_\_\_\_\_\_\_\_\_\_\_ DAYS

**6.4 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

University will be entitled to withhold **\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%)** of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

**Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.**

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

 Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

**Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Date:**   \_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

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. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

**1.3 Public Information**

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

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University 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* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). 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 §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO,** and otherwise acceptable to University in all respects (**Agreement**).

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in* ***Section 3***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email, and (2) in the lower left‑hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6**. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

**SECTION 2**

**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.**

**2.1** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 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 relating to performance of Work.

2.1.6 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.

2.1.7 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.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT 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.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement 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.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

**2.2 No Benefit to Public Servants.** Proposer 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 proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or 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 University's option, may result in termination of any resulting Agreement.

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), 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.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

**⦁** 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 member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* 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. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University 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](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, 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 an officer or employee of University in connection with this RFP.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_\_

RFP No.: 744-R1723

**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 §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**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 §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

**3.2 Approach to Work**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1723

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

 No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

 Respectfully submitted,

 **Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_