REQUEST FOR PROPOSAL

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

#### RFP No.: 744-R1501 Elevator Maintenance Services

Bid Submittal Deadline: Friday, November 7, 2014 @ 2:00PM CST

HUB Submittal Deadline: Friday, November 7, 2014 @ 2:00PM CST

****

Prepared By:

Michael K. Ochoa, C.P.M., Purchasing Contracts Administrator

The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

[Michael.Ochoa@uth.tmc.edu](mailto:Michael.Ochoa@uth.tmc.edu)

October 6, 2014

Request for PROPOSAL

TABLE OF CONTENTS

SECTION 1:  INTRODUCTION 1

SECTION 2:  NOTICE TO PROPOSER 3

**SECTION 3: SUBMISSION OF PROPOSAL** 7

**SECTION 4: GENERAL TERMS AND CONDITIONS** 9

**SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS** 10

**SECTION 6: PRICING AND DELIVERY SCHEDULE** 20

**Attachments:**

**APPENDIX ONE: PROPOSAL REQUIREMENTS**

**APPENDIX TWO: SAMPLE AGREEMENT**

**APPENDIX THREE: HUB SUBCONTRACTING PLAN**

**APPENDIX FOUR: CAMPUS MAP**

**EXHIBIT A: ELEVATOR LOCATIONS**

##### 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

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 4,500 employees and approximately 3,600 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.”

**1.2 Objective of this Request for Proposal**

The intent of this Request for Proposal is to solicit proposals from qualified suppliers to furnish all materials, tools, insurance, equipment, labor, services, permits, and licenses necessary for the preventive maintenance of elevators for The University of Texas Health Science Center at Houston. Further information is contained in the Scope of Work, Section 5.

**1.3 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 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 nine academic and six health universities 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 could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**1.4 Contract Term**

The services requested shall be provided for a period of two (2) years, beginning January 1, 2015, or the last signature date, whichever is later. This contract may be renewed for up to three (3), one (1) year renewal options upon mutual agreement of the parties to be evidenced in writing by University prior to the expiration date of the initial term, or renewal term.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2:00PM CST on Friday, November 7, 2014 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael K. Ochoa, C.P.M., Purchasing Contracts Administrator

[Michael.Ochoa@uth.tmc.edu](mailto:Michael.Ochoa@uth.tmc.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later **than 10:00AM CST on Tuesday, October 28, 2014**. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

60% Performance / Experience

40% Cost

**2.4 Key Events Schedule**

Issuance of RFP October 6, 2014

Pre-Bid Conference Friday, October 17, 2014 @ 8:30AM CST

(ref. **Section 2.6** of this RFP)

Site Visits Friday, October 17, 2014 @ 8:30AM CST

(ref. **Section 2.7** of this RFP)

Deadline for Questions/Concerns Tuesday, October 28, 2014 @ 10:00AM CST

(ref. **Section 2.2** of this RFP)

Submittal Deadline Friday, November 7, 2014 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

HSP Submittal Deadline Friday, November 7, 2014 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

**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 (each a “**HUB**”) 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 of the Services, 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 of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services 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 Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*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 do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*Manager, HUB & Small Business Program*

*Phone: (713) 500-4862*

*Email:* [*Shaun.A.McGowan@uth.tmc.edu*](mailto:Shaun.A.McGowan@uth.tmc.edu)

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

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the 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 will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **Appendix One** to this RFP). **Note**: The requirement that Proposer provide two originals of 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 as specified in **Section 3.1** of this RFP.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.5    For questions regarding the HUB Subcontracting Plan – contact:

Shaun McGowan Manager, HUB & Small Business Program 1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G:\Purchasing\Standard%20Forms_Contracts_Bids\Bidding\IFO's\Shaun.A.McGowan@uth.tmc.edu)

2.5.6 **HUB Subcontracting Plans will be evaluated on Friday, November 7, 2014. An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.**

**2.6 Pre-Bid Meeting**

University will hold a Pre-Bid Meeting beginning at 8:30AM CST, Friday, October 17, 2014, in the Procurement Office Conference Room, OCB 1.160 (ref. **APPENDIX FOUR Campus Map**). The Pre‑Bid Meeting will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**2.7 Site Visits**

University will conduct one-time site visits to each building on campus using the following schedule.Parking is limited and at your own expense.

**8:30am** Operations Center Building - OCB

1851 Cross Point, Houston, TX 77054

(free visitor parking at property)

**9:15am** School of Nursing - SON

6901 Bertner Avenue, Houston, TX 77030

(park at TMC Garage 2 or MDA May’s Clinic Garage)

**9:45am** School of Public Health - SPH

1200 Pressler Street, Houston, TX 77030

(next door to SON; will walk to facility)

**10:30am** Cyclotron – CYC

6431 Fannin Street, Houston, TX 77030

(park at UT Physicians Garage or TMC Garage 3, 4, or 7)

**11:20am** Harris County Psychiatric Center - HCPC

2800 South MacGregor Drive, Houston, TX 77021

(pay parking lot across street from facility)

Additional site visits will not be permitted.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of five (5) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. 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** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael K. Ochoa, C.P.M., Purchasing Contracts Administrator

**3.3 Proposal Validity Period**

Each proposal must 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** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (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 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** of this RFP);

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

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

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

**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** of this RFP)

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** of this RFP)

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

3.5.7 Signed and completed W-9 Form.

3.5.8 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

3.5.9 Copy of Proposer’s tax certificate.

**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 5.3.1** of this RFP. 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**

The minimum requirements and the specifications for the Services, 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** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

**5.2 Minimum Requirements**

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

* + 1. Contractor must be a licensed full service elevator maintenance company.

**5.3 Scope of Work**

Contractor will perform the Work described below and ensure that all University elevator systems and related equipment (“Elevator System”) are maintained in a first-class operating condition in accordance with the definitions and guidelines set forth below:

5.3.1 DEFINITIONS:

A. The Facilities Contract Coordinator (FCC) is Bruce Rice.

B. The Owner is The University of Texas Health Science Center at Houston (University).

C. The Contractor is a full service elevator maintenance company that will provide preventive maintenance and emergency repair, 24 hour call-back service and similar professional services for the Facilities identified in **Exhibit A** (Elevator Locations).

D. Elevators and all associated Equipment listed in **Exhibit A** is used as a group designation for equipment described in this specification.

E. Call-back Service is any service or minor emergency call other than regular preventive maintenance service.

5.3.2 LAWS, PERMITS, AND REGULATIONS:

1. The Contractor shall obtain and pay for all licenses and permits required for this project.
2. The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. University is not subject to Texas Sales Tax.
3. The successful Contractor shall perform annual QEI tests. The University shall furnish the Inspector to verify the QEI tests.

5.3.3 PROTECTION OF PERSONS AND PROPERTY:

A. The successful Contractor shall take all reasonable safety precautions and shall provide all reasonable protection to prevent injury, damage or loss to all employees on the premises of the University and all other persons who may be affected thereby; and all the walls, floor coverings, materials and equipment to be incorporated therein; other property at the site or adjacent thereto.

5.3.4 PROJECT SUPERVISION:

A. The FCC or the University’s designated representative shall coordinate safety tests, including pressure tests, full load tests, and performance tests for QEI inspections.

5.3.5 WORKMANSHIP AND MATERIALS:

A. Unless otherwise provided in the contract requirements and specifications, the successful Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specially identified in the specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

CONTRACTOR SHALL USE ORIGINAL MANUFACTURER'S REPLACEMENT PARTS, NO SUBSTITUTIONS BEING PERMITTED UNLESS AUTHORIZED BY THE UNIVERSITY. IF ORIGINAL MANUFACTURER’S REPLACEMENT PARTS ARE NO LONGER AVAILABLE, THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL AN “EQUAL QUALITY” PART TO THE UNIVERSITY.

All material and workmanship and equipment shall be subject to the inspection and approval of the FCC or the designated University representative. The Facilities Coordinator or his representative reserves the right to act as the sole agent in determining if service is satisfactory, including a determination of whether parts need replacing.

1. The successful Contractor shall provide only manufacturer's genuine parts to be used in repairing or replacing the foregoing items of equipment including hoist cables, governor cables, worms, gears, sprockets, thrusts, bearings, pins, brake coils, brake linings, motor and motor windings, commutators, brush holders, slowdown and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, belts, chains, tubes, condensers, timers, capacitors, shunts, relays, coils, solid state printed circuit boards, soft-starters, motor control drives, computers, processors, interfaces, monitors, displays, key-cylinders, rollers, hangers, tracks, bumpers, buffers, guides, gibs, hooks, fasteners, anchors, and in addition all parts associated with operation of all of the equipment listed in **Exhibit A** including but not limited to, guides, access covers, dust covers, door equipment, emergency telephones, packings, seals, lamps, LED’s, pump units, valves, lines, hoses, piping, brackets, supports, stands, frames, cabinets, hinges, hand railing, safeties, jaws, clamps, fuses, connections, tools, lubricators, cleaning compounds and cleaning equipment. If parts are obsolete or unavailable, an "equal quality" part may be substituted if approved by the FCC. The selected Contractor shall stock on each University facility premise an appropriate selection of parts and materials in adequate quantities in order to minimize downtime of the elevators. The University reserves the right to review the selection and quantities and to require adjustments to such inventories as necessary in its reasonable discretion.

5.3.6 PERFORMANCE BOND:

A. The Contractor that is awarded this contract shall execute and deliver to the University a Performance Bond in an amount of 100% of three months of the monthly contract price. The Contractor’s Performance Bond shall be renewed annually for the life of the maintenance contract.

5.3.7 TECHNICAL SPECIFICATIONS:

1. The successful Contractor shall furnish materials, tools, equipment, labor, supervision, services, insurance, permits, and licenses necessary for complete preventative maintenance service for the listed equipment at the University as named and located in **Exhibit A**. This will also include all materials required to perform QEI testing of Elevators such as weights, gauges, and specifically required measuring devices. In addition, the successful Contractor shall maintain all licenses and certifications as required by TDLR. See **Exhibit A** for the list of equipment and locations. The Contractor should be capable of performing preventive maintenance service on the listed elevators and must have the necessary tools, diagnostic equipment, and software to maintain all solid-state controlled equipment involved with the maintenance.
2. The Contractor shall have had a qualified service organization in active operation and must have had a history of having competent experience in maintaining the specific type and grade of automatic elevator systems described in these specifications. The Contractor’s employees shall include qualified experienced supervisory personnel to guarantee satisfactory performance of the contract, and maintenance personnel to be used in fulfilling the requirements of this contract must be qualified to maintain all existing elevator equipment. The Contractor shall furnish, upon request, a statement declaring the direct employment or procession of the necessary personnel, organization, and facilities locally to properly fulfill all the services.
3. The purpose of the resulting contract is to put into operation a continuing system of preventive maintenance to provide necessary, systematic, periodic service, QEI tests, and maintenance for all of the elevator equipment listed in **Exhibit A**.
4. The Contractor shall regularly and systematically examine each unit of the Elevator equipment, its component parts and operation in accordance with maintenance pre-approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanism as necessary to render preventive maintenance care and keep the Elevators in proper and safe operating condition. These tests shall be accomplished annually and will be scheduled in accordance to TDLR guidelines.
5. The Contractor shall maintain all Elevators under this contract in prime operating condition to comply with all requirements of the American Standard Safety Code for Elevators and Escalators ASME A17.1 -year installed version, Inspector's Manual ASME A17.2.1, and A17.2.2 - latest version, ASME A17.3, and - A18.1 As per TDLR, Texas State law and all other applicable laws, regulations, ordinances, codes, etc. These ASME codes and Inspector's Manual shall be used as a guide to establish that equipment is operating safely. The Contractor shall not be required to retrofit equipment at their expense.
6. The Contractor shall maintain the efficiency, rated capacity (including lowering and holding 125% rated capacity), safety, and rated speeds of the units including full running speed (+ or - 5%), acceleration, deceleration, leveling accuracy and floor to-floor time including door opening and closing time where power-door-operation exists, all per manufacturers specifications or ADA requirements.
7. The Contractor shall accept all existing conditions associated with the Elevator equipment listed in **Exhibit A** to be maintained.
8. The Contractor shall, when and as conditions warrant, clean, adjust, repair and replace parts of the machine, brakes, brake linings, brake drums, motors, sheaves, generators, controllers, selectors, signals, operating switches and devices in the hoist way, door and gate operators, door protective systems, car and hoist way sills, car frame, safeties, governors and tension frames, buffers, counterweights, platforms and wiring, escalator handrails, comb plate, floor plates, step treads, and drives.
9. The Contractor shall make adjustments to the operating circuits and the sequence of operation of the components established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer engineering standards.
10. The Contractor shall keep the guide rails clean and properly lubricated. When roller-type shoes are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts. Replace roller guide rollers as required.
11. The Contractor shall clean/brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, pit floor, machine-room floor and hoist way door hangers and tracks as needed to present the appearance of clean and well-maintained equipment.
12. The Contractor shall renew hoist, compensation and governor wire ropes as often as deemed necessary to maintain an adequate factor of safety. Periodically (6 months maximum) the Contractor shall equalize the tensions, clean and lubricate all hoist ropes.
13. The Contractor shall periodically examine all safety devices and governors and perform annual safety tests for all Elevators as required by American Standard Safety Code for Elevators, Dumbwaiters and Escalators, ASME A17.1. Includes annual safety, five (5) year full load and full speed tests for elevators and six (6) year hose replacement for hydraulic elevators.
14. The Contractor shall keep the exterior of the machine and other parts of the equipment subject to rust, except where otherwise noted, properly painted and presentable at all times. The motor winding and controller coils shall be periodically treated with proper insulating compound.
15. The Contractor shall maintain the signal system, devices and fixtures. Signal equipment includes the signal buttons, direction and indicator lights, position indicators, hall lanterns, mechanical and electrical dials, signal bells, buzzers and gongs. Also, replace all burned-out lamps in a timely manner during routine maintenance.
16. The Contractor shall maintain all operating accessories of cab and hoistway doors and gates and keep them in good adjustment, including fans, key switches, hoistway door unlocking devices, door operator, interlocks, door protection devices, door closers, car, and hoistway door hangers/load weighing equipment.
17. The Contractor shall periodically examine all governor sheaves, bearings, contacts, governor jaws and tension frame, secondary or deflector sheaves, car and counterweight buffers, and top and bottom limit switches.
18. The Contractor shall test firefighter’s service operation, emergency car lights, and emergency telephones monthly and maintain record of the tests in the elevator machine room. Smoke detectors shall be tested by The University.
19. The Contractor shall provide parts including pumps, pump motors, motor windings, operating and leveling valves, valve motors, plunger and packing, exposed piping, hydraulic tank, hydraulic fluid any other bearings or parts that may need replacing due to normal wear.
20. The Contractor shall use only skilled, competent, trained personnel in performing this work. The contractor shall designate an account rep/supervisor for this contract that shall visit the job sites under this contract at least quarterly or more frequently if requested by the University at no additional cost.
21. The Contractor shall provide metal cabinets for the orderly storage of all parts, materials, and wiring diagrams that shall be kept on the University premises. Cabinets will be located at the direction of the University. Storage of flammable materials with flash point less than 110° F by Contractor on any University premises is prohibited. All lubricants and cleaning compounds used by the Contractor will be compounded to the original manufacturer's specifications. The Contractor will provide the Univesrity with Material Safety Data Sheets for any chemical used or stored at any of the University premises. The Contractor will obtain from the University a complete, current set of wiring diagrams for the Elevators.
22. Except for emergency repairs and call-back service, the Contractor shall perform the services between 7:00 AM and 3:30 PM, Monday through Friday, excluding holidays. "Out of Service" signs shall be placed on all floors at the elevator entrance when an elevator is out-of-service for any reason. The Maintenance Team Leader for each Facility shall be notified during normal business hours before stopping an elevator for maintenance or repair, and when putting an elevator back in service.
23. The Contractor shall perform overtime work when requested by the University representative(s) and the University agrees to pay the Contractor the amount of the overtime hourly labor rate minus the straight time hourly labor rate listed in the bid form. The University shall pay mileage up to the distance of the primary zone set by the International Union of Elevator Constructors-Houston Area for overtime calls and a maximum of one half (1/2) hour travel time.
24. The Contractor will provide minor emergency call-back service twenty-four (24) hours a day, seven (7) days a week, including holidays. The Contractor response to the University will be a repairman on campus within one and one half (1.5) hours of the call-back request during overtime hours and forty-five (45) minutes during normal work hours.
25. The Contractor will promptly investigate all accidents involving Elevators, correct any deficiencies, document all findings and work performed in connection with and report the status of each matter to the FCC or assigned University representative.
26. The Contractor will make no modifications to Elevators without written approval from the FCC and will document all approved changes on the University’s records and wiring diagrams.
27. The Contractor shall maintain a complete, orderly and chronological record of all examinations, call backs, and repairs indicating date and time of the reported problem or activity, the work that was performed and when it was completed, and if the performed work resolved the problem or satisfied the requirements of the activity. A copy of these records shall be forwarded to the FCC or University representative within 24 hours of each request.
28. The Contractor shall retrieve any objects dropped into the elevator pits by occupants of or visitors to the buildings during normal work hours. Contractor shall also be required to post information in the equipment certificate frames as provided by the University’s representative.
29. The Contractor shall be responsible for removing Elevator Equipment from service when one appears to be unsafe or operates in a manner that might cause injury to a user.
30. The Contractor shall be responsible for keeping the car hand rail tight and in place, all screws in car operating panel, car position cover, and hall button, hall lantern cover in place and tight, and all security locks in car panels and hall button panels tight and in place.
31. Contractor shall be responsible for keeping and maintaining a log book on site for each unit to account for all additions of oil and to account for any oil leakage/seepage. Such leakage shall be reported and action taken to correct this leakage. The entire clean-up cost and repair of damage caused by oil leakage/seepage and spillage will be borne by the Contractor. Buried jacks units and inaccessible pipes shall not be included. The Contractor shall be responsible for the condition of the car and hoistway sill door guide groove. The Contractor shall be responsible for the replacement of light bulbs in the elevator pits, hoist ways, Machine rooms and service areas. The University will furnish the light bulbs in the ceilings of the interior elevator car cabs.
32. In addition to providing chronological reporting of work (preventative maintenance and repairs) preformed, the Contractor shall also provide facility reports that specifically detail the general description and number of hours spent on 1) preventative maintenance, and 2) call-back activities carried-out each month. The Contractor must comply with the University’s reporting requirements and actual hours expended on preventative maintenance duties at each facility should meet or exceed the quoted hours stated in this proposal. Lack of performance in this area which is attributed to an elevator being out of service can be considered a breach of contract and may be reasonable cause for early termination of all or part of the proposed contract.

5.3.8 SPARE PARTS INVENTORY:

A. The Contractor shall maintain a supply of original manufacturer’s replacement parts in warehouse inventory. This inventory will include, but not be limited to generator rotating elements, door operator motors, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, boards, contactors, starters, selector tape or cables, door hangers, rollers, hoist way limit switches, vanes, tape, or buttons and all other parts deemed necessary to provide prompt replacement on the elevator equipment as covered under the specification. The owner reserves the right to check the Contractor parts warehouses to determine if the parts available meet the intent of this specification. After identification of the required replacement part(s) needed on solid state components, Contractor must receive the replacement part(s) within twenty-four (24) hours from a manufacturer’s supplier.

B. The Contractor hereby agrees to allow the Owner or his authorized representative to visit the Contractor parts storage warehouse at each Facility within 60 days after award of contract so as to enable the Owner to make certain that the inventory is complete and is in compliance with the terms set forth under the heading “Spare Parts” in this contract. Purchase orders must be presented for any “spare parts” not on hand.

5.3.9 OBLIGATIONS OF THE FACILITIES CONTRACT COORDINATOR (FCC) OR THE DESIGNATED UNIVERSITY REPRESENTATIVE(s):

1. The FCC or designated University representative(s) must be notified prior to removing a unit from service to perform routine testing or repair. If a Contractor’s employee discovers a condition he judges to be unsafe or a unit operating in a manner that might cause injury to a user, that employee will remove the unit from service immediately and notify the FCC or designated University representative of the condition and unit status as soon as possible.
2. The FCC or designated University representative will coordinate and distribute documentation for all annual, and five year tests and/or inspections. State of Texas elevator inspections and/or certificates of compliance shall be available for viewing at each University Facility. The Contractor shall provide qualified personal for performing the test.
3. The FCC or designated University representative(s) will conduct and document spot inspections to assure Contractor performance meets the requirements of this Agreement.
4. The FCC or designated University representative will collect, review, distribute, update and file all documentation for the University elevators.
5. Possession or control of the elevators will remain exclusively with the University.
6. The University will be responsible for the cleaning, refinishing, or replacement of the following items:

(1) Any component of the car enclosure, including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffuses, light fixtures, fluorescent tubes and incandescent bulbs (for car lighting), mirrors, car flooring and floor covering.

(2) Door panels, and frames.

(3) Cover plates for signal fixtures and operating stations

(4) Intercommunication systems and modems used in conjunction with the equipment.

(5) Main line power switches, breakers, and feeders to controller,

(6) Emergency building power and associated switch gear.

(7) Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.

(8) Jack unit cylinder, buried piping and buried conduit.

G. If the University requests Contractor to perform any of the work included in **Section F**, or any work not included in these specifications, Contractor will submit for prior approval to the University a written quotation which describes the work to be performed at the University's expense with itemized and total costs for approval. Contractor work will not begin prior to receipt of written University approval, except in an emergency situation.

H. The University will maintain a surveillance of the elevators for any condition that needs attention and promptly report same to the Contractor.

I. The University shall share the responsibility for taking the elevators out of service when one appears to be unsafe or operates in a manner that might cause injury to a user.

J. The University will promptly notify the Contractor of any accidents involving the elevators.

K. The University will furnish, at its expense, certified and registered inspectors to witness and document all semi-annual, annual and five year tests and/or inspections in accordance with all applicable laws, rules, regulations and ordinances.

L. The University will promptly furnish Contractor with a copy of all test and/or inspection reports for scheduling, correction and documentation of all deficiencies in a timely manner. The University will provide the Contractor access to the elevators and a safe work place for its employees.

M. The University will keep pits and machine rooms clear and free of water and will not permit them to be used for storage.

N. The University will be responsible for damage caused by negligence, misuse, accidents, vandalism or other reasons beyond the Contractor’s reasonable control, but Contractor will be responsible for repairs and maintenance occasioned by normal wear and tear and normal usage. Repair due to vandalism shall be approved by the FCC or the assigned University representative before starting work.

**5.4 Additional Questions Specific to this RFP**

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

5.4.1 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.

5.4.2 The elevators in this proposal are currently in excellent operating condition. This proposal states the Contractor will maintain all elevators in “prime” condition. What preventative maintenance and quantitative performance reports will the bidder provide the University on a quarterly schedule that will substantiate this claim? Please present sample reports that will be utilized.

5.4.3 What equipment and parts does the bidder foresee as replacement problems at each facility and what manufacturer(s) will the bidder go to for “equal quality” parts if parts are obsolete?

5.4.4 In regards to question 5.3.3; please identify University facilities which have this potential and discuss how this issue will be addressed at the beginning of the contract to prevent unnecessary delays if such a problem occurs.

5.4.5 As part of this contract, what critical parts and materials will the bidder stock at each University facility to minimize elevator downtime? Provide a component list of these critical parts/materials for each facility with an estimated contractor cost for each facility.

5.4.6 On average, how many hours will the bidder’s service mechanic(s) expend each month performing preventative maintenance (PM) duties at each facility? List critical PM activities that will be performed on a monthly, quarterly, semi-annual and annual schedule.

5.4.7 What are the names and titles of the individuals who will be assigned to this contract and why are these personnel especially qualified to meet the demands? We are primarily interested in the account representative and the operations personnel who will be assigned to this contract.

5.4.8 What other institutions or companies does the bidder work for that have the same or similar scope of services, manufacturer of elevator/controller equipment and age of equipment? Please list these client names, starting and ending dates of each contract and a contact name, telephone number, and email address for each client representative who is knowledgeable of the bidder’s PM performance and call back history.

5.4.9 How many traction and hydraulic elevator units is your company currently servicing in the Houston Metropolitan Area and how many of those are in the Texas Medical Center?

5.4.10 How many and what levels of in-house technical support will be available to the elevator mechanic for advanced elevator problem solving and field service assistance? What is the normal availability of these personnel and how many are located in the Houston area?

5.4.11 Project the **annual** number of preventative maintenance hours that will be expended at each facility over the term of this service contract. Be mindful that these projections will be compared against documented/actual hours in annual Procurement meetings with the contractor to evaluate and rate past-year performances.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Company Name)

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

**Ref.:** Elevator Maintenance Services at UTHealth

**RFP No.:**   744-R1501 Elevator Maintenance Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the elevator maintenance services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

The University will not accept bids which include assumptions or exceptions to the work identified in the specifications and requirements.

**6.1 Pricing for Services Offered (Full Service Preventative Maintenance Program Included)**

\*\*\* Average Monthly PM Hours should correspond to your proposed Maintenance Control Program planned for each facility \*\*\*

|  |  |  |
| --- | --- | --- |
| **Building** | **Avg. Monthly Hours** | **Monthly Cost** |
| Operations Center Building (OCB) |  | $ |
| School of Nursing (SON) |  | $ |
| School of Public Health (SPH) |  | $ |
| Cyclotron Building (CYC) |  | $ |
| Harris County Psychiatric Center |  | $ |
|  |  |  |
| **Total** |  | **$** |

**6.3 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

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

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1:  GENERAL INFORMATION 1

SECTION 2:  EXECUTION OF OFFER 5

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE** 8

**SECTION 4: ADDENDA CHECKLIST** 10

**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 the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such 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 number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such 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* (*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*.

**1.4 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 (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the 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 such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected 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 will 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 interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a 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 Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition 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 the Services, and University has made no representation, written or oral, that any particular scope of services 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** ofthis RFP). 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** ofthis RFP), 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 the Services; 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 the Services 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 the Services 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 enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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 submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its 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 or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such 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.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**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** By signature hereon, Proposer represents and warrants the following:

2.1.1 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 University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University 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.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 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.

2.1.5 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.

2.1.6 If selected by University, 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.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that 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.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas 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.

2.1.10 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.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** 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 University.

**2.4** 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 University's option, may result in termination of any resulting contract or agreement.

**2.5** 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.

**2.6** 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.

**2.7** 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 proposal 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."

**2.8** 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 University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas 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 University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered 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) 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.

**2.11** 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 University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it 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* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code,* 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.

**2.13 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-R1501

**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)

(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 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.**

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 Project Services**

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 5.4** 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.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

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 the RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 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 Company Name)

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

**Ref.:** Elevator Maintenance Services at UTHealth

**RFP No.:**  744-R1501 Elevator Maintenance Services

Ladies and Gentlemen:

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

**THIS PAGE INTENTIONALLY LEFT BLANK**