REQUEST FOR PROPOSAL

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

for

## Selection of a Contractor to provide

## Asbestos Abatement Services

#### RFP No. 744-R1621

#### Asbestos Abatement Services

Bid Submittal Deadline: August 19, 2016, 11:00 AM CST

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July 19, 2016

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (“**UTHealth**” and “**University**”) is one of the 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 and 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.”

**1.2 Objective of Request for Proposal**

On behalf of its Department of Environmental Health and Safety, UTHealth is soliciting proposals from qualified vendors to provide services of asbestos abatement (“**Services**”). The Services are more specifically described in **Section 5.4** (“**Scope of Work**”) of this Request for Proposal (“**RFP**”).

**1.3 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [Section 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. Sections [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. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), composed 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 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.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **11:00 AM Central Standard Time (CST), August 19, 2016** (“**Submittal Deadline**”).

**2.2 RFP Contact**

Interested parties may direct all correspondence about this RFP to:

**LaChandra Wilson**

**1851 Crosspoint, Suite OCB-1.160**

**Houston, TX 77054**

**Re: RFP No. 744-R1621**

**Email:** **LaChandra.Wilson@uth.tmc.edu**

University instructs all interested parties to restrict all correspondence, including questions, regarding this RFP to written communications forwarded to the RFP Contact. RFP Contact must receive all questions or concerns in writing no later than **11:00 AM CST, August 9, 2016** (“**Questions Deadline**”).

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 complete proposal on or before the Submittal Deadline and is the most advantageous to University. The successful Proposer is referred to as “**Contractor**.”

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.

**2.3.1 Scored Criteria**

 2.3.1.1 **60% Pricing**

 2.3.1.2 **40% Qualifications, Experience and Credentials**

**2.4 Key Events Schedule**

Date RFP Issued July 19, 2016

 Pre-Proposal Conference Juy 26, 2016, 10:00 AM CST

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

Question Deadline August 9, 2016, 11:00 AM CST

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

Submittal Deadline August 19, 2016, 11:00 AM 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 (**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 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.

2.5.2University has reviewed this RFP in accordance with [34 *Texas Administrative Code* (**TAC**) Section 20.14](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=14), and has determined that **subcontracting opportunities are NOT probable under this RFP.**

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at the date, time and location provided below. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

 **July 26, 2016, 2:00 PM CST**

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

 **Operations Center Building**

 **1851 Crosspoint, Suite OCB-1.160**

 **Houston, Texas 77054**

 Note: Check-in with Receptionist at Visitor Entrance required. Free parking is available street-

 side on Crosspoint and in the OCB Visitor’s Lot.

Prospective Proposers unable to attend the pre-proposal conference in-person may participate via telephone; a request for conference call-in information may be emailed to LaChandra.Wilson@uth.tmc.edu.

**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 delivered to:

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

**Procurement Services**

**1851 Crosspoint, Suite OCB-1.160**

**Houston, TX 77054**

**Attention: LaChandra Wilson**

**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** 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 W-9 Form.

3.5.7 Copy of Proposer’s current insurance certificate. (Note: At the time of contract execution, the awarded

 Contractor will be required to provide proof of insurance in accordance with the applicable limits stated in

 Section 11 of the Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Sample 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 5.11.1** 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**

Minimum requirements and specifications for the Services, as well as University’s request for specific 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 “**Contractor**.”

**5.2 Minimum Qualification Requirements**

Proposer MUST possess the Minimum Qualification Requirements listed to below in order for its Proposer to be considered. Proposer is required to attest to its compliance of these requirements in **Section 5.11.1** and provide proof of its compliance in **Section 5.11.2**. Failure to meet these requirements will result in disqualification of Proposer’s bid. Contractor will be required to meet these requirements throughout the Contract Term and must notify University immediately if it is no longer meets the requirements.

Contractor MUST:

5.1 Be licensed according to 25 TAC 295.45

5.2 Possess current, valid documentation that all its asbestos abatement workers are certified of training from a training provider approved by or acceptable to the Texas Department of State Health Services (TDSHS) indicating successful completion within the past 12 months of the approved training course for abatement workers or the annual refresher training course, as described in 25 TAC 295.64(d).

5.3 Possess a current, valid certificate of training from training provider approved by or accepted to the TDSHS indicating successful completion within the past 12 month of the approved course for abatement contractors and supervisors, or the current annual refresher training, as described in 25 TAC 295.64 (c).

5.4 Possess current, valid documentation of at least 90 days of verifiable work experience as a trained and registered worker performing within the past 24 months—see Qualifying Experience in Section 5.4, C, (a).

* 1. **Scope of Work Overview**

# Contractor shall be responsible for but not limited to the following asbestos abatement Services:

1. Completion of asbestos abatement activities for the University.
2. Documentation of all state licensing records for all personnel who will work at/for University.
3. Insurance documentation to meet all University insurance requirements.
4. Creation of an asbestos abatement exposure and abatement safety plan specific for each job.
5. Provide personal protective equipment to all of their employees who will perform abatement work for/at University.
6. Provide an onsite supervisor for all abatement activities performed at University.
7. File any and all required documentation and notices, within the required timeframe and University project schedule, to applicable state agencies.
8. Provide waste manifests for all ACM disposed.
9. All records and documentation is to be sent to University within 30 days of the completion of the project or where federal, state, and local regulatory guidelines apply.
10. Recording and maintaining records on all O&M abatement activities, and for reporting/filing O&M quantities to the Texas Department of State Health Services annually.

# 5.4. Required Personnel and Responsible Duties

Asbestos abatement requires many different skill levels, training, and licensing. The following highlight some of the requirements that are most important to UTHealth:

1. **Asbestos Abatement Contractor**

1. Contractor is required to provide the following documentation to University upon request:

1. Proof of licensing according to 25 TAC 295.45
2. State of Texas sales tax account number for the applicant organization
3. Evidence of asbestos abatement liability insurance in the amount of $1 million,

per 25 TAC 295.40, when doing work for hire

1. Respiratory protection plan to be maintained and adhered to during periods of abatement activity
2. Description of protective clothing and respirators to be used
3. Description of site decontamination procedures
4. Description of procedures for handling waste containing asbestos
5. Description of removal and encapsulation methods
6. Description of air-monitoring procedures
7. Description of final cleanup procedures
8. Description of provisions for recordkeeping
9. List of abatement projects completed in the past year
10. Copy of all disposal manifests for projects completed in the past year
11. List of asbestos inspections performed by other agencies
12. Copies of all citations issued
13. Proof of successfully passing the Asbestos Abatement Contractor examination for asbestos

contractors

2. Responsible Duties of Contractor

 Responsible duties include, but are not limited to, the following:

1. Comply with Standards of Operation, including Environmental Protection Agency (EPA) and Occupational Safety and Health Administration of the United States Department of Labor (OSHA) regulations, referenced in 25 TAC 295.33
2. Conduct additional work practices as described in 25 TAC 295.60
3. Satisfy recordkeeping requirements, at both central office and work site locations as set forth in 25 TAC 295.62
4. Complete required notification to Texas Department of State Health Services about impending abatement projects, changes requiring re-notification, and emergency notifications, as set forth in 25 TAC 295.61
5. Satisfy requirement to supply, train and supervise compliance of employees who perform asbestos-related activities in the use of personal protection equipment
6. Maintain current training status of each employee, as described in 25 TAC 295.64
7. Comply with Standards and Practices for O&M activities, as conducted by a contractor, as described in 25 TAC 295.59
8. Assist department personnel in the discharge of their official duties to conduct inspections and investigations, as described in 25 TAC 295.68
9. Maintain liability insurance, as described in 25 TAC 295.40
10. Provide proof of workers' compensation insurance issued by a company licensed to do business in the State of Texas and written in the State of Texas on a Texas form, provide evidence of self-insurance, if workers' compensation insurance is required by the specifications or owner—reference 25 TAC 295.34(b)(4)
11. Provide for proper temporary storage and final disposal of waste asbestos within 30 days of project completion or when receiving container is full, whichever is sooner.
12. Provide all documentation referenced above to University within 5 days of request.

## Asbestos Abatement Workers

Contractor’s workers providing asbestos abatement services to University MUST be registered, according to 25 TAC 295.42 prior to performing services in a public building, including, but not limited to, performing any maintenance, repair, installation, renovation, or cleaning that dislodges, breaks, cuts, abrades, or impinges on asbestos material.

### 1. Qualifications of Asbestos Abatement Worker

* 1. A certificate of training from a training provider approved by or acceptable to the Texas Department of State Health Services (TDSHS) indicating successful completion within the past 12 months of the approved training course for abatement workers or the annual refresher training course, as described in 25 TAC 295.64(d).
	2. An acceptable written opinion of a physical examination of the applicant within the past 12 months that was performed by a physician in accordance with Occupational Safety and Health Administration of the United States Department of Labor (OSHA) regulations in 29 Code of Federal Regulations (CFR), §1926.1101(m), or Environmental Protection Agency (EPA) regulations in 40 CFR, §763.121(m), relating to medical surveillance.
		+ 1. Completion and review of the applicant's standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per 40 CFR §1926.1101 Appendix D.
			2. If applicant is employed, the employer must have provided, and a review made of, the description of the employee's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee, and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
			3. Physical examination with emphasis upon the pulmonary, cardiovascular, and gastrointestinal systems.
			4. The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards.
			5. Chest roentgenogram, posterior-anterior, 14x17 inches, or current film on file with interpretation in accordance with 29 CFR §1926.1101 Appendix E. (Note: According to 29 CFR §1926.1101(m)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest x-ray is required).
			6. Notice if the employee was informed by the physician of the results of the exam and of any medical conditions that may result from asbestos exposure, including the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

### 2. Responsible Duties of the Asbestos Abatement Worker

Responsible duties include but are not limited to the following:

* 1. Comply with standards of operation, including Environmental Protection Agency (EPA) regulations, adopted by reference in 25 TAC 295.33 and Occupational Safety and Health Administration (OSHA) regulations as adopted and referenced in certain sections of these rules.
	2. Comply with additional work practices, as described in 25 TAC 295.60.
	3. Comply with standards and practices for operations and maintenance activities, as described in 25 TAC 295.59.
	4. Cooperate with TDSHS personnel in the discharge of their official duties to conduct inspections and investigations, as described in §295.68.

### Prohibitions of Asbestos Abatement Worker

The following specific prohibitions apply to registered Contractor’s asbestos abatement workers:

* + 1. Asbestos abatement workers are prohibited from performing asbestos abatement or O&M activities affecting asbestos except under the direct supervision of a qualified licensed supervisor.
		2. Asbestos abatement workers are prohibited from engaging in any asbestos-related activity as a supervisor or contractor.

## C. Asbestos Abatement Supervisor

Contractor’s asbestos abatement supervisors must be licensed according to 25 TAC 295.46 prior to engaging in the supervision of an asbestos abatement project conducted in a public building.

1. Qualifications of Asbestos Abatement Supervisor

Contractor’s asbestos abatement supervisors are required to produce the following proficiencies for licensing as an asbestos abatement supervisor:

* + 1. Written documentation of at least 90 days of verifiable work experience as a trained and registered worker performed within the past 24 months. Qualifying experience includes:
			1. Project site preparation and establishing the abatement containment for friable asbestos-containing building material (ACBM).
			2. Use of respirators and protective equipment, personal hygiene, decontamination procedures, interpretation of air sampling results, and methods to reduce airborne fiber levels.
			3. Use of engineering controls, abatement work methods and practices, and final cleanup procedures.
			4. Handling of waste asbestos as part of an abatement project.
			5. Removal, enclosure, or encapsulation of asbestos.
			6. Work performed in an administrative capacity relating to asbestos abatement projects such as project manager, consultant, or designated person may be accepted as qualifying experience.
			7. Experience as an asbestos air monitoring technician, which includes personal air sampling, regulated-area airborne asbestos sampling, aggressive sampling for final cleanup, plus on-site project record keeping documenting daily operations, controlling entry and exit from the containment, etc., may be accepted as qualifying experience, subject to time-period limitations, minimum number of abatement projects (five), or work experience. No more than 30 days may be counted as qualified experience under this category.
			8. The burden of proof for all points of the qualifying experience is on the individual applicant. Applicants for abatement supervisor licenses must furnish contacts or sources that can fully verify the documented experience.
		2. A certificate of training from a training provider approved by or acceptable to the TDSHS indicating successful completion within the past 12 months of the approved course for abatement contractors and supervisors, or the current annual refresher training, as described in 25 TAC 295.64(c).
		3. A physician's statement of the required physical examination done within the past year as described in 25 TAC 295.42(e)(2).
		4. Proof of successfully passing the TDSHS examination for asbestos contractors and supervisors.
1. Responsible Duties of Asbestos Abatement Supervisor

Responsible duties include, but not limited to the following:

* 1. Comply with standards of operation, including Environmental Protection Agency (EPA) and Occupational Safety and Health Administration of the United States Department of Labor (OSHA) regulations, which have been adopted by reference in 25 TAC 295.33
	2. Comply with additional work practices, as described in 25 TAC 295.60
	3. Maintain records at both the central office and the work site locations, as described in §295.62 of this title (relating to Operations: Recordkeeping)
	4. Supply personal protection equipment and train employees who perform asbestos-related activities in the use of equipment, and to supervise their compliance,
	5. Comply with standards and practices for O&M activities, as conducted for hire, according to §295.59 of this title (relating to Operations: Operations and Maintenance (O&M) Activities)
	6. Cooperate with department personnel in the discharge of their official duties to conduct inspections and investigations, as described in 25 TAC 295.68
	7. Other duties. Abatement supervisors may also assume the duties of asbestos abatement workers or perform O&M activities affecting asbestos materials

**D. Asbestos Transporter**

Contractor’s Asbestos Transporters are required to be licensed as an asbestos transporter in compliance with 25 TAC 295.56 to engage in the transport of asbestos removed from a public building.

1. Qualification of Asbestos Transporter
	1. Pollution liability insurance in the amount of $1 million as required by 25 TAC 295.40, when transporting asbestos-containing building material (ACBM) for hire.

(b) A copy of the emergency response plan in accordance with 29 CFR §1910.120(q) (1).

1. Responsible Duties of Asbestos Transporter

Responsible duties include, but not limited to the following:

* 1. Comply with federal regulations in 49 Code of Federal Regulations (CFR), Parts 100-199 titled "Hazardous Materials Regulations," 40 CFR, Part 61 titled "National Emission Standards for Hazardous Air Pollutants (NESHAP)," specifically the provisions concerning asbestos transport, and, where applicable, 40 CFR, Part 763, Subpart E, Appendix D, titled "Transport and Disposal of Asbestos Waste"
	2. Qualify all employees who will be transporting, loading and unloading asbestos, in accordance with 49 CFR Parts 171-177
	3. Train and supply employees who will handle asbestos with personal protective equipment and training for its use, and supervise their compliance
	4. Establish and maintain records of transporting asbestos to disposal sites, and report annually to the department on the quantity transported to each disposal site destination
	5. Comply with department personnel in the discharge of their official duties to conduct inspections and investigations, as set forth in §295.68 of this title (relating to Compliance: Inspections and Investigations)
	6. Train employees in compliance with OSHA regulations in 29 CFR, §1910.120(a)(1)(v) or 49 CFR 172 Subpart H, as applicable, in anticipation of possible spills of asbestos
	7. Ensure asbestos-containing waste material is properly labeled
	8. In the State of Texas, deliver all asbestos-containing waste material for disposal to a facility from the approved list provided by the Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. If transporting out-of-state, follow the regulations of the receiving state

# 5.5 University Guidelines for Contractors

Contractors must comply with all University guidelines and federal, state, and local regulations.

 **A. Access Badge**

All workers will visibly carry on their person temporary contractor employee ID badges. Contractor shall submit a list of workers by name, and position to the Owner’s Designated Representative/Project Manager (ODR/PM), the Safety Manager for Occupational Safety and Fire Prevention or designee for approval. The approved copy of the list will be placed on record at the Employee ID Card Section on the 22nd Floor of the UCT building located at 7000 Fannin Street. Each worker will be required to go to the ID card section with proper identification, have their picture taken, sign for and pay $15.00 for their ID badge. If no other projects are scheduled in the future, the workers badges will be consolidated and returned to the ID Card Section. Supervisor ID cards will be programmed to authorize access to required points of entry. If keys are required the Contractor will coordinate with the ODR/PM. Access requirements (ID Badges and Keys) need to be coordinated well in advance.

**B. Parking**

Parking will be at the sole expense of the Contractor. Vehicle access will be limited to loading and unloading of materials and equipment.

1. **Control Plan**

A jobsite control plan showing worker access requirements, material storage, route/exit closures and occupant notification signage locations will be submitted to the ODR/PM for review and discussed at the pre-construction conference.

1. **Housekeeping**

Contractor is to provide housekeeping in area of work to prevent accumulation of rubbish and excess material. Storage of trash in mechanical chases or rooms is strictly prohibited. Storage of construction materials will be coordinated with the ODR/PM. A reasonable degree of care should be taken to prevent accumulation of material which could lead to injuries to employees, building occupants and other contractors working in the area.

1. **Utilities**

A minimum of five days before commencement of any job, Contractor shall notify University of its needs for utilities such as water, electrical, and HVAC system needs. It is expected that these items will be coordinated in advance of the scheduled abatement job as they require University internal coordination.

1. **Loading Dock**

Campus loading docks are only to be utilized for the loading and unloading of materials. Access to the loading docks must be scheduled through University. At minimum, a 5-day prior notice will be given to University for the planned use of any loading dock.

# 5.6 Request for Outages

**A. Utility Outages, Hotworks, and Freight Elevator**

Contractor shall notify ODR/PM, in writing, of any planned utility outages (water, electricity, HVAC, etc), shutdown or drainage on existing sprinkler systems, isolation of flow and tamper valves signals on the alarm panel, the need to use open flame or freight elevator request as far in advance as possible but not less than 5 workdays.

* + - * 1. **Request Form**

A standard form for processing each request (or other campus disruptions) can be obtained at from Facilities website at <http://www.uth.tmc.edu/ut_general/admin_fin/fo/PMO/Forms.htm> and will be provided upon request. Contractor shall utilize these forms, with attachments as necessary and submit to the ODR/PM.

* + - * 1. **Authorization for Shutdown**

Contractor shall not turn service on or off, without prior written authorization. University will operate the fire alarm panel and notify University personnel as required. Contractor will perform all other labor associated with each shutdown with supervision assistance provided by University

## 5.7 Project Schedule

Contractor shall electronically submit a construction schedule, sequentially defining the start/end dates of planned operations and the critical path to the ODR/PM. The Schedule will be reviewed by all parties before project commencement. The Schedule should include planned shutdowns and inspections.

## 5.8 Progress Meetings

1. The need for progress meetings will be at the discretion of the ODR/PM, but typically only for sophisticated projects.

1. Progress meetings will be held in conjunction with periodic inspections per the contractors approved schedule. Contractor will provide an updated schedule for each meeting with the meeting location at the project site.
2. In addition to inspections, progress meetings will include schedule review, anticipated utility outages, and status of requested change proposals, invoices, RFIs, submittals, and other issues as required.

## 5.9 Progress Payments

1. Projects will be billed at the conclusion of a project.
2. For phased or sophisticated projects, Contractor may file Progress Payments at the discretion of the ODR/PM and by doing the following:
	* + 1. Submit (3) copies of each Application for Progress Payment to the ODR/PM according to attached Exhibit A – 2013 Uniform General Conditions.
			2. For each item, provide a column for listing each of the following: Item number; description of work; scheduled values; previous applications; work in place and stored materials under this application; authorized change orders; total completed and stored to date of application; percentage of completion; balance to finish and retainage.
			3. List each authorized change order as a separate line item, listing change order number and dollar amount as for an original item of work.
			4. Allow the Schedule of Values and Application for Payment to be reviewed during the next scheduled progress meeting. At that time, University will then provide approval or disapproval with comments.

## 5.10 Flow of Communications

1. Contractor’s correspondence must be from the Contractor. All written Contractor correspondence is to be directed to the ODR/PM, with simultaneous copies to the University of Texas Environmental Health & Safety (UTHSC-H EH&S) Representative.
2. University’s Procurement Services department is the only party authorized to direct changes in the Work. The ODR/PM is the only party authorized to issue oral instructions directly to the Contractor, which are to be promptly confirmed in writing. All oral instructions are to be given only to the Contractor. Discussions with subcontractors in the absence of the Contractor and/or its superintendent are not contractual and are not binding on either party.
3. University’s Environmental Health and Safety (EH&S) representative may issue clarification and other information not affecting the contract cost or contract time by means of an EH&S Representative Supplemental Instruction form, or similar clarification form. Such will be sequentially numbered and a separate ASI register shall be maintained by both the University EH&S Representative and the Contractor. If the Contractor considers such clarification to be a change in the Agreement scope, written notification of such must be provided before performing the work.
4. Contractor’s Request for Information, (RFI) shall be submitted by the Contractor, who shall review and ensure the completeness and appropriateness of the question, sequentially number each, and submit to the UTHSC-H EH&S’s representative with copies to the ODR/PM. An RFI register, or log, shall be maintained by both the Contractor and the ODR/PM.
5. Contractor's Project Superintendent shall represent the Contractor and shall have full authority to act on the Contractor's behalf. All directives issued to the superintendent shall be as binding as if given to the Contractor's home office. Contractor shall maintain full project authority at the project site whenever work is in progress. Contractor’s Project Superintendent will carry a functional cell phone at all times.

**5.11 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, Experience and Credentials**

* + 1. Provide all documentation necessary to demonstrate that your company fully meets all Minimum Qualification Requirements specified in **Section 5.2** of this RFP. If unable to provide proof of any requirement, please reference the specific requirement and provide a detailed explanation.

* + 1. Provide a customer reference list of three (3) organizations that your company currently has contracts

with and/or has previously contracted with. The reference list must include the following: organization’s name; contact’s name, telephone number, and e-mail address; length of business relationship; and, project description including project name, year performed, and summary of work performed.

5.11.4 How many days will it take your company to file any and all required documents and notices to applicable state agencies?

5.11.5 Describe your company procedures for handling waste containing asbestos.

5.11.6 Describe your company provisions for recordkeeping.

5.11.7 Describe your company’s approach to ensuring compliance with the Standards of operation, including Environmental Protection Agency (EPA) and Occupational Safety and Health Administration of the United States Department of Labor (OSHA) regulations, referenced in 25 TAC 295.33.

5.11.8 Describe your company’s policies and procedures for establishing and maintaining records of transporting asbestos to disposal sites and reporting annually to the department on the quantity transported to each disposal site destination. How frequently does such reporting occur?

5.11.9 Provide proof of your company’s Pollution Liability Insurance in the amount of $1 million as required by 25 TAC 295.40 when transporting asbestos-containing building material (ACBM) for hire and a copy of the emergency responses plan in accordance with 29 CFR § 1910.120 (q) (1).

5.11.10 What personal protective equipment does your company require to be used for those employees handling asbestos? What are your requirements to supply and train employees who perform asbestos-related activities in the use of personal protection equipment, and how does your management supervise their compliance?

5.11.11 How does your company maintain current training status of each employee, as described in 25 TAC 295.64?

5.11.12 What specific qualifications (certifications, training, etc.) do your company require of its employees who transport, load and unload asbestos?

5.11.13 List additional work practiced, as described in 25 TAC 295.60.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Name)

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

**RFP No.:** 744-R1621

Ladies and Gentlemen:

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

**6.1 Pricing for Services**

Note: Some jobs may be performed during regular business hours while other jobs may require off hours work.

1. Mobilization $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Thermal Insulation Removal
3. Up to and including 6 feet
4. Per glove bag $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Containment, linear feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per linear ft.
6. Greater than 6 feet but less than 16 feet
7. Per glove bag $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Containment, linear feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per linear ft.
9. Greater than 16 feet
10. Per glove bag $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
11. Containment, linear feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per linear ft.
12. Duct Insulation Removal per square foot $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
13. Duct and Duct Insulation Removal per square foot $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
14. Lay in acoustical ceiling tile per square foot tile removal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
15. Lay in acoustical ceiling tile per square foot tile & grid removal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
16. Asbestos Containing Material (ACM) Floor Tile & Mastic Removal (1 layer)
17. Less than or equal to 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
18. Greater than 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
19. Carpet removal as Non-ACM $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
20. ACM Floor Tile & Mastic Removal (2 layers)
21. Less than or equal to 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
22. Greater than 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
23. Carpet removal as Non-ACM $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
24. ACM Sheet Flooring Removal
25. Less than or equal to 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
26. Greater than 800 square feet $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
27. Chemistry Lab Top Removal per square foot $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per sq. ft.
28. ACM containing chemical fume hood removal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
29. Time & Material Projects
30. Material and/or equipment rental $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
31. Labor with proof of paid hours $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour
32. Asbestos Abatement Worker
33. 4 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
34. 8 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
35. 12 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
36. Asbestos Abatement Contractor
37. 4 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
38. 8 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
39. 12 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
40. Asbestos Abatement Supervisor
41. 4 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
42. 8 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
43. 12 hour project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
44. Disposal and Other Direct Costs

Cost per pound or percentage of actual cost

on T&M projects $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6.2 Schedule to Complete Tasks and Submit Deliverables**

Schedule: On-going, continuous basis

Lead time: \_\_\_\_\_\_\_\_\_\_\_\_\_ Calendar days for Services to begin upon receipt of dully-

 executed Contract and Purchase Order

Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify University sufficiently in advance of inability to complete within the delivery schedule, shall grant University the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, University shall have no obligation to accept late performance or to waive timely performance by Contractor.

**6.3 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.**

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [Section 151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC Section 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 Section 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 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 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 Sections [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 (**Agreement**) attached to this RFP as **APPENDIX TWO**.

**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** of this RFP). 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. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [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 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 as instructed in* ***Section 3*** *of this RFP*. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, 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** of this RFP.

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** of this RFP. 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 the Services 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 the Services.

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

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 the Services.

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 Sections [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 [Section 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 [Section 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. [Section 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 [Section 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). [Section 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.

**2.14 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-R1621

(CONTINUE TO SIGNATURE PAGE FOLLOWING)

**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**](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** [**Section 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 Sections** [**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** [**Section 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 is willing to 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.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [Section 231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)), and other applicable law.

**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** Scope of Work of this RFP.

3.2.2 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**

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**

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-R1621

**RFP Name:** Asbestos Abatement Services

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

APPENDIX TWO

SAMPLE Agreement

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

**2013 UNIFORM GENERAL Conditions**

(INCLUDED AS SEPARATE ATTACHMENT)