REQUEST FOR PROPOSAL

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

#### RFP No. 744-1613

**Project Manager for Vivarium Management System**

**Selection and Implementation**

Proposal Submittal Deadline: Friday, April 8, 2016, 11:00 AM CST

HUB Subcontracting Plan Submittal Deadline: Friday, April 8, 2016, 11:00 AM CST

**![H:\UTH_2c+uthsch_vert[2].png]()**

Prepared By:

LaChandra Wilson, Senior Buyer

The University of Texas Health Science Center at Houston

1851 Crosspoint, Suite OCB 1.160

Houston, Texas 77054

Email: LaChandra.Wilson@uth.tmc.edu

March 1, 2016

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 17

**Attachments:**

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: SAMPLE AGREEMENT

APPENDIX THREE: HUB SUBCONTRACTING PLAN

##### 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 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 Background and Special Circumstances**

UTHealth’s animal care and use program is an integral part of the institution’s research and teaching mission. The Center for Laboratory Animal Medicine and Care (CLAMC) manages and operates all animal care and use programs for the UTHealth which includes five physically separate animal facilities and a few satellites on campus. CLAMC is overseen by the Executive Director and employs 6 veterinarians and 45 husbandry, business office, and veterinary technician staff members. There are approximately 170 principal investigators and approximately 700 research staff members. In 2001, CLAMC implemented the use of the Granite protocol and census management software from Topaz Technologies to manage several routine processes such as animal ordering, animal census tracking, cage card creation, and billing. Support for the Granite system ended in December 2015. In January 2016, we replaced several of the functions with a home-grown system called “Concrete”. The Concrete system currently manages animal orders, animal usage, and cage card processing. UTHealth is searching for a project manager to assist with specific aspects of the process to develop the Request for Proposals (Phase I) and to manage the implementation of an optimal vivarium management software solution (Phase II).

**1.3 Objective of this Request for Proposal**

UTHealth (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to provide business system analyst and project management services related to the selection and implementation of a new Vivarium Management System (“**VMS**”), RFP No. 744-R1613 (this “**RFP**”), from qualified vendors to provide project management services (the “**Services**”) related to selection and implementation of a Vivarium Management System (VMS). The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP, include (1) interactive discussions about intended use of and workflow of the VMS; (2) development of detailed requirements for the VMS appropriate for placement in a UTHealth-compliant Request for Proposal; (3) facilitate creation of the RFP in coordination with UTHealth Procurement Services; and (4) project management of the implementation of the selected VMS.

**1.4 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 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 submitted in response to this RFP until **11:00 AM Central Standard Time (CST)** on **Friday, April 8, 2016** (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**”):

**LaChandra Wilson**

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

Email: LaChandra.Wilson@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 related to this RFP no later than 11:00 AM CST, Wednesday, March 23, 2016.** 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:

* + 1. **Threshold Criteria Not Scored**
			1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. **Scored Criteria**
			1. **30% Background, Experience, and Credentials**
			2. **40%** **Implementation Approach** (work plan, methodology,

 deliverables, resources, and skill sets)

* + - 1. **30%** **Price** (total price\* of the scope of the services including all

resources required to meet the Objective.)

\*For example, if the Contractor relies on UTHealth staff to achieve the Objective of the engagement, these costs will be included when calculating the total cost to the University. Proposals will be ‘normalized’ to a common scope of work for evaluation purposes. Proposers providing the best cost will be given the highest available score in this category. Next ranked Proposers will be proportionately ranked accordingly.

**2.4 Key Events Schedule**

Issuance of RFP March 1, 2016

Deadline for Questions/Concerns March 23, 2016, 11:00 AM CST

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

Proposal and HSP Submittal Deadline April 8, 2016, 11:00 AM CST

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

HSP Submittal Deadline April 8, 2016, 11:00 AM CST

(ref. **Section 2.5.4** 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.

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 2.1** 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.

2.5.5 The HSP can be reviewed by the HSP contact provided in **Section 2.5.6** up to 24 hours before the HSP is due.  **It is recommended that ALL HSPs be reviewed by the HUB manager SEVEN (7) DAYS prior to the HSP due date, thus allowing for correction and compliance.** 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.

    2.5.6    Questions regarding the HUB Subcontracting Plan should be directed to:

 Shaun McGowan

Manager, HUB & Small Business Program 1851 Crosspoint, Suite OCB-1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G%3A%5CPurchasing%5CStandard%20Forms_Contracts_Bids%5CBidding%5CIFO%27s%5CShaun.A.McGowan%40uth.tmc.edu)

2.5.7 **HSPs will be evaluated on Friday, April 8, 2016.** An email will be sent to all Proposers indicating those plans that passed and failed. At that time, the bids with a passing HSP will be opened.

**2.6 Pre-Proposal Conference**

University will hold a Pre-Proposal Conference at the 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.

**Tuesday, March 15, 2016, 2:00 - 3:00 PM CST**

**The University of Texas Health Science Center**

**McGovern Medical School**

**6431 Fannin St., Room MSB B.620**

**Houston, TX 77030**

**Parking:** Parking is available at UT Professional Building (UTPB) Parking Garage across from the Medical School (6414 Fannin St., Houston, TX 77030) and Texas Medical Center (TMC) Parking Garages 4 and 7. Parking fees vary per location and will not be reimbursed by the University.

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 **SIX (6)** complete and identical copies of its *entire* proposal and a complete and identical copy of its ENTIRE proposal on compact disc in .PDF format. 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:

**Attention: LaChandra Wilson**

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, Suite OCB-1.160

Houston, TX 77054

**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 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**).

**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 5.5.1** 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 Qualifications 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 Qualification Requirements**

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

* + 1. Proposer must have business process analysis experience.
		2. Proposer must have application selection and implementation experience.
		3. Proposer must have application implementation project management experience.
		4. Proposer must possess business systems analysis expertise for defining the requirements for the VMS for the resulting RFP.
		5. Proposer must possess project management expertise for implementation of the VMS.

**5.3 Overview**

UTHealth is seeking a supplier to provide project management services for the selection and implementation of a new Vivarium Management System (VMS). The VMS will manage several daily processes critical to the operation of the Center for Laboratory Animal Medicine and Care (CLAMC). Key requirements of the system include role-based access for vivarium and research staff, animal order processing via the VMS, animal census tracking through use of a barcoded or RFID cage card based system, dynamic reporting including AAALAC and USDA required reports, cost accounting, inventory control and billing functions. The system must also provide direct data entry to enable users to enter information directly into the system and must provide the capability for data retrieval and extraction from third-party systems including PeopleSoft (funding information), LDAP (user authentication), and iRIS (animal protocol information).

**Project Team Structure**

The project team structure consists of a project sponsor, a project advisory team, and an overall cross-functional implementation team comprised of functional and technical team members. Functional team members will have primary responsibility for review of the functionality, participation in Phase II fit/gap sessions, documentation of business process changes with associated documentation and acceptance testing. Individual team members will be responsible for specific components of the system with which they correlate. Technical team members will be responsible for hardware and software implementation. It is anticipated that representatives from functional, technical and user constituencies will be represented at all project levels. These representatives will bring the functional expertise, in-depth knowledge of administrative and animal management processes, familiarity with the skills and abilities of the workforce, and general management experience necessary for the project to succeed.

UTHealth will provide technical and functional staff in support of the engagement. End user participation will likely be less than full time but will be available as required and requested. The project plans developed in each phase will be used to obtain commitment of staff time and resources for each phase.

The Project Manager is being engaged to fully manage the project and is expected to work with UTHealth’s project manager/lead and steering team to keep the project on schedule. The Project Manager shall plan UTHealth and supplier resources to avoid idle time by overlapping tasks as needed. The Project Manager is expected to work with UTHealth staff to transfer knowledge for UTHealth to become self-supporting by completion of the Project. The Project Manager is expected to manage its own staff, if any, and coordinate activities with the UTHealth Project Manager/Lead.

UTHealth desires to hire a supplier with demonstrated ability to:

* Analyze and understand key processes in the CLAMC, including operational, financial and administrative functions;
* Document key processes for review with UTHealth staff and management;
* Work with key staff to develop new processes as required;
* Develop application requirements for the RFP;
* Develop project plans for both phases of the project;
* Project manage both phases of the project;
* Facilitate fit/gap sessions with UTHealth and the selected vendor;
* Project and provide (as necessary) project resources capable of meeting schedule and budget objectives;
* Effectively mentor and provide knowledge transfer to UTHealth staff of configurations, modifications, reports, and interfaces resulting from the implementation;
* Quickly identify and solve the technical issues that arise and provide adequate guidance to minimize operational risks;
* Advise UTHealth on topics such as the proper level of controls, communication strategies, and change management activities to guarantee project success.

**Project Phases**

UTHealth envisions that there are two phases—Phase I and Phase II. At the completion of Phase I, UTHealth will evaluate the performance of the Contractor throughout Phase I and, at University’s discretion, decide whether to contract Contractor for Phase II or terminate Contractor’s Agreement and award Phase II to an alternative third-party.

1. **Phase I**
* Create a detailed project plan for Phase I with input and approval of all participants.
* Create a Project Charter for the entire Project, including both Phases I and II.
* Project manage the work for Phase I to ensure that all work is performed on time and at expected quality.
* Review similar VMS system RFPs for applicability to the UTHealth RFP.
* Gather requirements from CLAMC staff.
* Document requirements.
* Review requirements with UTHealth selection team and CLAMC management.
* Finalize requirements for the VMS.
* In conjunction with Procurement, create the requirements section of the RFP.
* Review RFP with the UTHealth selection team and finalize the RFP.
* Develop a proposed project plan and revised estimate for continued participation in Phase II.

At the conclusion of Phase I, the successful Proposer will have provided to UTHealth:

* Requirements definition for the VMS.
* Specific functional and technical questions to be utilized in a RFP to solicit proposals from qualified vendors for the VMS.
* A proposed project plan and revised Pricing and Delivery Schedule for participation in Phase II of the project.

At the conclusion of Phase I, UTHealth will evaluate the Contractor and, at University’s option, will:

* Terminate the contract and select a new project manager for Phase II;
* Accept the Proposer’s price for project management of Phase II; or
* Negotiate with the respondent for project management of Phase II.
1. **Phase II**
* Serve as the overall project manager for the implementation coordinating activities with UTHealth and the selected vendor’s implementation team.
* Work with the selected vendor partner(s) and UTHealth staff to refine and finalize project plan through implementation.
* Obtain agreement on project plan from all participants.
* Maintain project plan.
* Project manage the work for Phase II to ensure that all work is performed on time and at expected quality.
* Report status to UTHealth Project Manager regularly.

**Other Information**

In Section 6, UTHealth requests for two separate cost proposals—one per phase. UTHealth strongly believes that Proposers can provide a time and materials, not to exceed price for Phase I; therefore, the University will provide any available information to the Proposers that will facilitate the formulation of the price for Phase I. Proposers are also asked to provide a price for Phase II. Phase II will provide UTHealth with an operational VMS capable of addressing the functional requirements as defined in Phase I. UTHealth understands that time and materials, not-to-exceed proposals require the Proposer make some assumptions regarding scope and the availability of UTHealth resources. The Proposer should document and include such assumptions in its Proposal.

**5.4 Scope of Work**

Contractor will provide the Services described below to University. Proposer must submit detailed work plans for both phases. Detailed work plans contain task level detail for all resources including UTHealth and other parties. Tasks must have detailed descriptions, type of resource required, amount of time required, elapsed time, any planned time off, start and completion dates. Once a resource is assigned to the tasks, any influence on the resources’ work which includes vacation requests or time off the project must be included. The University believes that it is crucial to keep the same resource active in the role it started throughout duration of the Project so there is no delay due to the learning curve of a new resource or project staff having to wait until the resource returns from time off. The University expects Proposer to assume direct responsibility for tasks defined in the work plan. Avoid use of terms such as “coordinate”, “assist” and “advise”.

**5.4.1 Phase I**

The purpose of Phase I is to develop a detailed understanding of the requirements for a new VMS, assist in developing applicable sections for an RFP for new VMS. Phase I also provides the Implementation Partner with the details required to make a fixed fee bid for Phase II.

At a minimum, the Phase I work plan must include the activities listed in **Section 5.3**.

 **5.4.1.1 Minimum Phase I Deliverables include:**

1. Detailed Phase I work plan including summary of current business and animal census management practices with recommendations for streamlining and automating processes to enhance staff productivity.
2. Documented requirements for the VMS.
3. RFP information that meets the requirements for the Procurement Services.
4. After VMS has been selected:
	1. Detailed work plan for Phase II (ref. Section 5.4.2)
	2. Revised proposed price of Phase II Services
	3. Document addressing all assumptions made in creating the Phase II implementation plan.

**5.4.2 Phase II**

The purpose of Phase II is to successfully manage the implementation of the VMS solution selected in Phase I.

At a minimum, Phase II must address all activities listed in Section 5.3 AND project management of:

* Implementation of hardware, software and application as appropriate for the selected solution (cloud hosted or local hosted)
* Configuration changes and customizations including reports and interfaces.
* Unit, system, and acceptance testing
* Application performance tuning
* System cutover
* Problem management
* Risk management
* Coordination of implementation team members and training specialist
* Post-implementation work to support the new systems
* Training and documentation

The detailed work plan for Phase II (ref. Section 5.4.1.1) should, at a minimum, address all of the items above. The Proposer should explicitly designate responsibility for tasks defined in the work plan and avoid use of terms such as “coordinate”, “assist” and “advise”.

 **5.4.2.1 Minimum Phase II Deliverables include:**

1. Appropriate fit/gap documentation for any configuration or customization required in the VMS application and associated modifications to business processes
2. Frequently updated and accurate work plan
3. Effective and efficient business processes according to configurations and customizations required for UTHealth
4. Operational VMS application
5. Acceptable system performance
6. Project status reports
7. Issue papers, if necessary
8. Trained system support staff and training specialists
9. Training materials
	1. **Additional Questions Specific to this RFP**

Proposer must submit the following information as part of its proposal:

**General Information**

* + 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.

**Company Background, Experience, and Credentials**

* + 1. What percentage of your company is currently related to application system selection and implementation including project management? What percentage of your clients are in higher education?
		2. How long (in months or years) has your company been assisting customers to select and implement applications? Please list applications implemented, client name, and go-live date (MM/YYYY).
		3. Does your company have any experience with Vivarium Management Systems or similar systems? If yes, please describe your experience including dates (MM/YYYY - MM/YYYY) and type of experience.
		4. Do you foresee your company utilizing any subcontractor for this Project? If yes, in what role(s) will the subcontractor(s) be used?
		5. Provide summary resumes for proposed key personnel who will be providing services for this Project, including his/her specific experiences with similar service projects, and number of years of employment with your company.

**Implementation Approach**

* + 1. UTHealth wants to exploit the capabilities of the software as it is designed and to encourage the university communities to rethink and reengineer work processes and flow around ‘best practices’ as implemented by the software. The University is especially interested in how the Proposer will address situations where business areas may perceive that its specific business functionality requirements cannot be met by the base software. Please describe your approach to determining the need for minimizing and prioritizing modifications.
		2. UTHealth is particularly concerned about controlling project “scope creep”. Please describe your strategies and tools that focus on how the project scope can be successfully managed and the changes minimized.
		3. Describe how your company will develop a communication plan for the Project, including communication between the Project team of both parties, within the UTHealth community, and within your company.
		4. Describe how your company will manage issue resolution within the Project and between the your company and UTHealth.
		5. Provide a sample of your company’s System, Integration, Performance and User Acceptance test plans.
		6. What challenges, if any, does your company anticipate in completing this Project, and how does your company plan to manage these challenges?
		7. What assistance or resources will your company require from UTHealth to successfully complete the Project? Resources, for example, may include but is not limited to information, office space, office equipment, administrative support, etc. your company expects UTHealth to provide. What will your company require the UTHealth Project Team to do (or prepare) before your company can start work?
		8. How frequently does your company substitute planned members of its project team before a project starts?
		9. How does your company handle vacation requests or time off for individuals during a project?
		10. Please provide a detailed work plan for Phase I as described in **Section 5.4.1**. (Note: Work plan should contain task level detail for all resources including UTHealth, and any other parties involved. Tasks must have descriptions, type of resource required, amount of time required, elapsed time, start and completion dates.)
		11. Provide a detailed work plan for Phase II as described in **Section 5.4.2**. (Note: Work plan should contain task level detail for all resources including UTHealth and other parties. Tasks must have descriptions, type of resource required, amount of time required, elapsed time, and estimated start and completion dates.)
		12. Describe your company’s quality assurance program, what are your company’s requirements and how are they measured?
		13. Provide details regarding any special services, product characteristics, other benefits offered, or advantages in UTHealth selecting your company.
		14. How will your company minimize travel and other expenses?

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

 (Proposer Company Name)

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

**Reference:** Project Manager for Vivarium Management System Selection and

Implementation

**RFP No.:** RFP 744-R1613

Ladies and Gentlemen:

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

**6.1 Pricing for Services Offered**

|  |
| --- |
| **Phase I: VMS Research and Criteria for RFP** |
| Hourly Rate | x | Estimated # Hours | Subtotal | + | Travel/Expenses | = | Total |   |
| $ |   |   | $ |   | $ |   | $ |   |

|  |
| --- |
| **Phase II: Implementation Project Management Services of VMS** |
| Hourly Rate | x | Estimated # Hours | Subtotal | + | Travel/Expenses | = | Total |  |
| $ |   |   | $ |   | $ |   | $ |   |

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

Please provide the following based on the requirements set forth in Section 5.4 Scope of Work.

**Calendar Days to Complete Phase I:**  \_\_\_\_\_\_\_\_\_\_

 **Calendar Days to Complete Phase II:** \_\_\_\_\_\_\_\_\_\_

**6.3 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that University will be entitled to withhold five percent (5%) 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 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-R1613

**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.

3.1.9 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*, 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*, Chapter 552, *Government Code*, and other applicable law.

**3.2 Approach to Project Services**

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 Service Support**

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

**3.4 Quality Assurance**

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

**3.5 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 Company Name)

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

**Reference:** Project Management Services for Vivarium Management System Selection & Implementation

**RFP No.:** 744-R1613

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

APPENDIX TWO

SAMPLE Agreement

(included as separate attachment)

APPENDIX THREE

HUB SUBCONTRACTING PLAN

(included as separate attachment)