REQUEST FOR PROPOSAL

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

**for**

## Selection of a Vendor to Provide

#### Pest Control Services

#### RFP No.: 744-R1703 Integrated Pest Management Plan

Pre-Proposal Conference: June 29, 2017 at 9:00AM CST

Bid & HUB Plan Submittal Deadline: July 25, 2017 at 11:00AM CST

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Prepared By:

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June 23, 2017

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

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

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

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

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

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

**1.2 Background and Special Circumstances**

The basis of The University of Texas Health Science Center at Houston (University) Integrated Pest Management (IPM) Plan is the regular monitoring for the presence of pests inside and around the structures of University buildings and, when necessary, to implement appropriate control measures. The goal of the IPM Plan is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that University environment cannot be compromised through deliberate or inadvertent contamination by pesticides. Scheduled routine pesticide treatments in and around any area of the University are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation.

It is essential to the success of the IPM Plan that the Contractor provides proactive services that identify housekeeping and structural design deficiencies that contribute to pest problems. All IPM Plan activities shall be planned and performed with the needs of the student, staff and patients as the foremost priority.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University or UTHealth**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), with the main component being to provide an Integrated Pest Management (IPM) Plan.

**1.4 Group Purchase Authority**

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

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **11:00AM CST, on Tuesday, July 25, 2017** (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint Avenue, OCB1.160

Houston, Texas 77054

ATTN: Chevonne Thornton

Email to: [Chevonne.E.Thornton@uth.tmc.edu](mailto:Chevonne.E.Thornton@uth.tmc.edu)

Subject Line: RFP No. 744-R1703

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***Wednesday, July 12, 2017*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

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

**2.3 Criteria for Selection**

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

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

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

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

* + 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% - Cost of goods and services**; Evaluation in this category will be based on Respondent’s pricing as stated in **Section 6** of this RFP. Respondents providing the best cost will be given the highest available score in this category.
       2. **70% - Qualifications**; Extent to which the goods or services meet the University's needs; Evaluation in this category will be based on the Respondent’s services, experience, and ability to execute, and shall be based on responses to questionsin **Section 5.3** of this RFP.

**2.4 Key Events Schedule**

Date RFP Issued June 23, 2017

Pre-Proposal Conference 9:00AM CST on Thursday, June 29, 2017

(ref. **Section 2.6**)

Question Deadline 12:00PM CST on Wednesday, July 12, 2017

(ref. **Section 2.2**)

Submittal Deadline 11:00AM CST on Tuesday, July 25, 2017

(ref. **Section 2.1**)

HSP Deadline 11:00AM CST on Tuesday, July 25, 2017

(ref. **Section 2.5.4**)

**2.5 Historically Underutilized Businesses**

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

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

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

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

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

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

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

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

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

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

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

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

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

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

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

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

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at 9AM, Central Time on Thursday, June 29, 2017, in the Conference Room 1.160 of (OCB) Operations Center Building (ref. **APPENDIX FOUR**). The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. The pre-proposal conference is not mandatory.

The address is:

1851 Crosspoint Avenue, Suite 1.160

Houston, Texas 77054

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit seven (7) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

**Attn: Chevonne Thornton, Buyer II**

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

**3.3 Proposal Validity Period**

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

**3.4 Terms and Conditions**

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

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

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

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

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

**3.5 Submittal Checklist**

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

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

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

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

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

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

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

3.5.7 Signed and completed W-9 Form.

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

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

**5.2 Minimum Requirements** - Detailed in Section 5.4.

**5.3 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 **APPENDIX TWO**), Proposer must submit a list of the exceptions.
    2. The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
    3. The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. Identify service protocols, in detail, to address the following specific location groupings:
* Group 1. Labs, Classrooms, Office Areas
* Group 2. Harris County Psychiatric Center Facilities- specifically address Patient rooms and Cafeteria.
* Group 3. University Housing – All residential units, Recreation Center and Child Development Center
* Group 4 Public Areas, restrooms, hallways, elevator shafts, mechanical rooms, storage, and janitorial closets
* Group 5 Food preparation/serving, break rooms, dining, and vending areas
* Group 6 Exterior Treatment – Perimeter of buildings, grounds, parking lots/garages, dock areas, storage rooms, trash areas and adjacent walkways.

5.3.4 The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access. Due to the inability to thoroughly inspect each site before contract award, give examples of past structural or operational changes in other IPM programs implemented by your company.

5.3.5 The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract. Also include resumes of key personnel servicing the facilities, responsible for the timely transmission of work completion tickets/reports and the account rep that will be UTHealth’s direct contact for contract issues and additional work.

5.3.6 Identify and describe past experience for providing Integrated Pest Management Services that are most related to this projectwithin the last five (5) years. At least 3 IPM programs must be listed. List the projects in order ofpriority, with the most relevant project listed first.

Provide the following information for each project listed:

* Project name, location and description
* Final project size in gross square feet
* Type of Pest Control duties
* Name of Account Representative (individual responsible to the Owner for the overall success of the project)
* The Owner’s representative who served as the day-to-day liaison during the service period, including telephone number
* Length of business relationship with the Owner
* Names of Subcontractors if any

References shall be considered relevant based on specific project participation and experience with the respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFP process.

5.3.7 Does the Contractor have a work history with UTHealth? If so, describe the work performed and dates of service.

5.3.8 Describe what you perceive are the critical issues for this Project. Describe how you plan to manage these critical issues. Proposer will describe the assistance it will require from University.

5.3.9 The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within *(5)* working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the University. The program shall include the following items:

A. Inspection System: The Contractor shall develop a system for monitoring the effectiveness of the services provided to the University. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable to the University.

B. Quality Control File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the University upon request.

C. Inspectors: The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

5.3.10 Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.

5.3.11 Provide examples of Service Report Forms, Posting Notifications, Quality Control Checklists and any other report forms that will be utilized under this contract.

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

5.3.13 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.

5.3.14 Provide a list and frequency of preventative maintenance pest control services that will be performed and continued from the start to the end of this contract for each facility.

5.3.15 What standard procedures are followed by the Contractor’s technicians to communicate services have been provided to the Customer at the worksite?

5.3.16 What maintenance measures will Contractor implement if or when a pest issue persists or increases in scale?

5.3.17 Referencing Paragraph 5.3.11 of this RFP, please provide the Quality Control Checklist that Contractor will follow to evaluate contract performance.

5.3.18 Will Contractor provide electronic reporting to the Customer for evaluating Contractor performance and treatment activity and if so, will there be an additional cost for this reporting method? Please provide a sample of the reporting format and information that will be transmitted.

5.3.19 Referencing Paragraph 5.4.1 of this RFP, what other insects or pests, common in the Houston area, are excluded under the scope of work for this contract?

**5.4 Scope of Work**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings (see **APPENDIX FIVE** for Building Square Footage) and other areas specified herein. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. The Contractor shall demonstrate an understanding of the concept of the IPM method of pest control. Control practices in an IPM program are not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by making accurate decisions as to when control measures are needed and the type of control measures to be used.

The Contractor shall have an employed, trained entomologist or access to one as a consultant. A Board Certified Entomologist (B.C.E.) is a person with formal training in entomology whose expertise has been examined and certified by the Entomological Society of America. (For more information about B.C.E.s in your area, contact the Entomological Society of America at 9301 Annapolis Road, Suite 300, Lanham, MD 20176-3115 phone (301) 731-4535.)

At a minimum, the IPM program shall consist of the development and implementation of regularly scheduled pest management services; routine and special meetings among pest management personnel and University officials; written reports describing program status and recommendations for the corrective actions that may to be implemented by the University or the Contractor; and provide emergency pest control call out services.

5.4.1 **Pests Included and Excluded.** The Contractor shall adequately suppress the following pests: Indoor populations of commensal rodents (e.g., Norway and roof rats, house mice), all types of cockroaches, all types of non-wood destroying ants (including but not limited to: fire, pharaoh and crazy ants), flies, spiders, mosquitoes, gnats, as well as other common occasional invaders.  Pests specifically excluded from this agreement are: Wood destroying insects, Stinging insects (Bees, wasps, scorpions) and bed bugs.  Contractor will electronically transmit a bid to the Client for any requested pest control service not included under the scope of work and Contractor will not begin that service until a purchase order and/or written order is received.

5.4.2 **Initial Inspections of Facilities and Start up Service.** The Contractor shall conduct a thorough initial inspection of each building or site. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the University. The University will inform the Contractor of any restrictions or areas requiring special scheduling. Within the first forty five (45) days of contract award, the Contractor is to inspect and apply all necessary materials to control interior and exterior crawling insect and rodent population.

5.4.3 **Call out Service**: University will notify Contractor if any pest infestation occurs prior to the next routine scheduled service. Contractor must remedy the situation at no additional charge to the University. The following guidelines have been set by the University and must be accepted by the Contractor. They are as follows:

* EMERGENCIES BETWEEN 8am-5pm M-F: 4 hour response time
* EMERGENCIES BETWEEN 5pm-8am M-F: 4 hour response time
* NON-EMERGENCIES require treatment within 2-3 business days

5.4.4 **Record Keeping.** The Contractor shall be responsible for maintaining a pest control record of services for each facility specified in this contract. A copy of these records shall be maintained by the Contractor and will be made available to the customer to examine within 48 hours by a designated University representative. The records shall contain the following information:

A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.

1. Service Work Tickets: All work tickets for each facility are to be maintained by the Contractor. Each work ticket must identify complaints received from the Customer and the action taken. Tickets should indicate dates and time of arrival, services and/or treatments provided and signatures of technician and University representative if one is available..

C. Quality Control Program and Inspection Follow-up Reports: Quality Control Reporting per paragraph 5.4.16, contractor preventative maintenance confirmation, pest sightings, sanitation/environmental status, additional pest control recommendations, and follow-up to any current special pest control projects (list and status).

5.4.5 **Posting.** The Contractor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. The University will be responsible to post, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the University will display the pest control sign in a prominent location at the time of treatment.

5.4.6 **Times of Service.** The Contractor shall use liquid insecticides only during times when students are not expected to be present for normal academic activities. The Contractor shall work with the designated University representative to determine whether an emergency situation exists before applying any pesticides.. In the event of such an emergency treatment, the contractor will maintain records of the reasons for such treatments for the period prescribed by law.

5.4.7 **Environment and Safety Issues**: The Contractor shall observe all safety precautions listed on the manufacturer’s label instructions or material safety data sheet throughout the performance of this Agreement. *The application of pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code 136 et seq.), Environmental Protection Agency regulations in 40 Code of Federal Regulations, Occupational Safety and Health Administration regulations, and state and local regulations.* Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Contractor shall be responsible for any citations received for non-compliance with University Environmental Health and Safety regulations/standards relating to any failure of performance/non-performance of Contractor employees. Lack of knowledge of the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

5.4.8 **Uniforms and Protective Clothing.** All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

5.4.9 **Vehicles.** Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on University property. Vehicles must meet Texas Department of Transportation requirements.

5.4.10 **Licensing.** Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the University under this contract.

5.4.11 **Complaints.** Should at any time the University become dissatisfied with pest control service, the successful Contractor shall be notified by University Officials regarding problems that occurred. The notice will detail the problems and site(s) which is experiencing the problems. The contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the contractor will be given a date by which a written response with the proposed solutions must be submitted.

5.4.12 **Structural Modifications and Recommendations.** The Contractor shall be responsible for advising University Officials about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the University implements suggested modifications. The University will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the University on a case-by-case basis. The Contractor shall obtain the approval of University Officials prior to any application of sealing material or other structural modification.

5.4.13 **Use of Pesticides.** The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticidal methods of control wherever possible. For example:

Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.

B. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by University officials.

1. Pesticide Products and Their Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the University officials prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment in any area that is or can contact any scientific, medical or potentially sensitive area where the use of pesticides could have negative effects or critically endanger, research, animal or human entities. The Contractor

shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

D. Pesticide Storage/Disposal: The Contractor shall not store, or dispose of, any pesticide product on University property.

E. Pesticide Sales and Distribution: The Contractor shall not sell, share, or make available any pesticide products to any non-licensed University employee.

5.4.14 **Rodent Control.** As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by University officials. **Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc.** The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the University officials prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:

* All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut.
* All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
* Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
* All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing

5.4.15 **Program Evaluation.** The University will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

5.4.16 **Quality Control Program.** The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within *(5)* working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the University. The program shall include the following items:

A. Inspection System: The Contractor shall develop a system for monitoring the effectiveness of the services provided to the University. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or University or health department inspectors identify the deficiencies.

B. Quality Control Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.

C. Quality Control File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the University upon request.

D. Inspectors: The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

5.4.17 **Locations for Services**: all locations below shall be identified in the Pest Control Plan. The Exterior Treatment will also include – Perimeter of buildings, grounds, parking lots, dock areas, and adjacent walkways that are UT property.

McGovern Medical School (MSB)

6431 Fannin Street

Medical School Expansion (MSE)

6431A Fannin Street

Cyclotron Building (CYC)

6431 Fannin Street

School of Dentistry (SOD)

7500 Cambridge Street

Cooley Life Center (CLC)

7440 Cambridge Street

School of Public Health (RAS)

1200 Herman Pressler Drive

School of Nursing (SON)

6901 Bertner Avenue

Behavioral and Biomedical Sciences Building (BBS)

1941 East Road

Institute of Molecular Medicine (IMM)

1825 Pressler Street

Harris County Psychiatric Center (HCPC)

2800 South MacGregor Drive

Harris County Psychiatric Center (HCPC) - Cafeteria

2800 South MacGregor Drive

Operations Center Building (OCB)

1851 Cross Point

University Center Tower (UCT)

7000 Fannin Street

UT Housing (SFA)

7900 Cambridge Street – 500 units

1885 El Paseo Street – 479 units

Recreation Center (REC)

7779 Knight Road.

Child Care Development Center (CDC)

7900 Cambridge Street

Jesse H. Jones Library Building (JJL)

1133 John Freeman Blvd.

Note - This Project includes IPM duties on residential and hospital buildings that will remain occupied during services. Please be sure to describe your plan to implement services to minimize impact to the occupants in the existing building.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Name)

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

**RFP No.:** 744-R1703 Integrated Pest Management Plan

Ladies and Gentlemen:

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

**6.1 Term of Agreement**

University anticipates that the base term of the Agreement is two (2) years with the initial term of the Agreement proposed to begin on September 1, 2017 and proposed to expire on August 31, 2019. University may elect to renew the Agreement for up to three (3) additional one (1) year terms.

**6.2 Pricing for Work and Expenses**

**6.2.1 Initial Start-Up Service Cost per Building**

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***BUILDING*** | ***LOCATION*** | ***Initial Start-Up Service Cost*** |
| **1** | **McGovern Medical School** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **2** | **Cyclotron Building** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **3** | **Medical School Expansion Bldg.** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **4** | **School of Dentistry** | **7500 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_** |
| **5** | **Cooley Life Center** | **7440 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_** |
| **6** | **School of Public Health** | **1200 Herman Pressler Drive** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **7** | **School of Nursing** | **6901 Bertner Avenue** | **$\_\_\_\_\_\_\_\_\_\_** |
| **8** | **Institute of Molecular Medicine** | **1825 Pressler Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **9** | **Harris County Psychiatric Center** | **2800 South MacGregor Drive** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **10** | **Harris County Psychiatric Center - Cafeteria** | **2800 South MacGregor Drive** | **$\_\_\_\_\_\_\_\_\_\_** |
| **11** | **Operations Center Building** | **1851 Cross Point Avenue** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **12** | **University Center Tower** | **7000 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **13** | **Jesse Jones Library** | **1133 John Freeman Blvd.** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **14** | **UT Housing** | **7900 Cambridge Street – 500 units**  **1885 El Paseo Street – 479 units** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **15** | **Recreation Center** | **7779 Knight Road** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **16** | **Child Care Development Center** | **7900 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_** |
|
| **17** | **Behavioral & Biomedical Sciences Building** | **1941 East Road** | **$\_\_\_\_\_\_\_\_\_\_** |
|

**6.2.2 Service Costs per month (or as noted below) per Building**

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***BUILDING*** | ***LOCATION*** | ***Unit Price / Frequency*** |
| **1** | **McGovern Medical School** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **2** | **Cyclotron Building** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **3** | **Medical School Expansion Bldg.** | **6431 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **4** | **School of Dentistry** | **7500 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
| **5** | **Cooley Life Center** | **7440 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
| **6** | **School of Public Health** | **1200 Herman Pressler Drive** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **7** | **School of Nursing** | **6901 Bertner Avenue** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
| **8** | **Institute of Molecular Medicine** | **1825 Pressler Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **9** | **Harris County Psychiatric Center** | **2800 South MacGregor Drive** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **10** | **Harris County Psychiatric Center - Cafeteria** | **2800 South MacGregor Drive** | **$\_\_\_\_\_\_\_\_\_\_ / Twice Monthly** |
| **11** | **Operations Center Building** | **1851 Cross Point Avenue** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **12** | **University Center Tower** | **7000 Fannin Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **13** | **Jesse Jones Library** | **1133 John Freeman Blvd.** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **14** | **UT Housing** | **7900 Cambridge Street – 500 units**  **1885 El Paseo Street – 479 units** | **$\_\_\_\_\_\_\_\_\_\_ / Each Unit Once every 90 days** |
|
| **15** | **Recreation Center** | **7779 Knight Road** | **$\_\_\_\_\_\_\_\_\_\_ / Quarterly** |
|
| **16** | **Child Care Development Center** | **7900 Cambridge Street** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
| **17** | **Behavioral & Biomedical Sciences Building** | **1941 East Road** | **$\_\_\_\_\_\_\_\_\_\_ / Monthly** |
|
|  | **TOTAL** | **Entire 12 month cost** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_ / 12 months** |
|

University will ***not*** reimburse Contractor for expenses.

**6.3 Discounts**

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

**6.4 Payment Terms**

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

Indicate below the prompt payment discount that Proposer offers:

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

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

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

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

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

**1.3 Public Information**

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

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

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

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

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

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

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

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

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

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

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

**SECTION 2**

**Execution of Offer**

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

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

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

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

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

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

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

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

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

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

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

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

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

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

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

**2.7 Relationship Certifications.**

**⦁** No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

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

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

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

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

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**2..13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

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

RFP No.: 744-R1703

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

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

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

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

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

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

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

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

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

3.1.7 Not Used.

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

3.2 Approach to Work - Not used.

3.3 General Requirements - Not used.

3.4 Service Support - Not used.

3.5 Quality Assurance - Not used.

3.6 Miscellaneous - Not used.

**SECTION 4**

**ADDENDA CHECKLIST**

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

(Proposer Name)

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

**RFP No.:** 744-R1703 Integrated Pest Management Plan

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

SEPARATE ATTACHMENT

APPENDIX THREE

HUB SUBCONTRACTING PLAN

SEPARATE ATTACHMENT

APPENDIX FOUR

CAMPUS MAP

SEPARATE ATTACHMENT

**APPENDIX FIVE**

**BUILDING SQUARE FOOTAGE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Building** | **SC** | **Primary Use** | **GSF** |
| **Behavioral & Biomedical Science** | **2010** | **Research** | **156,500** |
| **Child Development Center** | **1983** | **Day Care** | **7,800** |
| **Cooley University Life Center** | **2012** | **Conference** | **15,100** |
| **Cyclotron Facility** | **1984** | **Research** | **17,300** |
| **Fayez S. Sarofim Research Building** | **2006** | **Research** | **255,800** |
| **Harris County Psychiatric Hospital** | **1980** | **In Patient** | **200,277** |
| **Jesse Jones Library & Garage** | **1954** | **Office** | **161,000** |
| **McGovern Medical School Building** | **1974** | **Research** | **882,500** |
| **Medical School Expansion** | **2008** | **Research** | **197,800** |
| **Operations Center Building** | **1980** | **Office** | **227,700** |
| **Recreation Center** | **2004** | **Office** | **24,800** |
| **Reuel A. Stallones Building** | **1976** | **Research** | **231,700** |
| **School of Dentistry** | **2012** | **Clinic** | **296,000** |
| **School of Nursing** | **2004** | **Education** | **193,500** |
| **University Center Tower & Garage** | **1976** | **Office** | **746,700** |
| **University Housing (3 Phases)** | **1983** | **Multi Family** | **971,300** |
| **University of Texas Professional Building** | **1949** | **Office** | **351,300** |
| **University of Texas Professional Building Garage** | **1949** | **Parking** | **630,100** |