REQUEST FOR PROPOSAL

FOR A GENERAL CONTRACTOR

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

#### RFP No.: 744-R1815 Cyclotron Decommission

Pre-Proposal Walk-Through: Thursday, April 19, 2018 at 9:00AM

Bid Submittal Deadline: Tuesday, May 15, 2018 at 2:00PM

HUB Submittal Deadline: Wednesday, May 16, 2018 at 2:00PM

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Prepared By:

Chevonne Thornton, Buyer II

The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Chevonne Thornton

April 11, 2018

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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/CYF) – 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)– 6655 Travis Street
* 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**

UTHealth operated a Scanditronix MC-40 cyclotron to produce radioisotopes for positron emission tomography from 1984 to 2001 under DSHS License L03685. On June 8, 2001, the facility was inundated by water from Tropical Storm Allison which rendered the cyclotron permanently inoperable. Since 2001, the facility and supporting rooms have been repurposed for use by UTHealth Environmental Health & Safety (EH&S). The cyclotron line, associated materials, and activated components have remained in storage. EH&S has utilized available space within the facility for sealed source storage, other radioactive waste processing and storage under the UTHealth broad license, and chemical waste processing. On June 15, 2015, UTHealth was notified by DSHS that the renewed license would have a license condition imposed to complete the decommissioning process.

**1.3 General Information**

The Owner may select the Bid that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The Owner may first attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected offeror, the Owner may formally end negotiations with that offeror and proceed to the next “best value” offeror in the order of the selection ranking until a contract is reached or all bids are rejected.

**1.4 Type of Contract**

Any contract resulting from this solicitation will be in the form of the Owner’s Standard General Contractor Agreement, a copy of which is included in the Bidding Documents.

The work will be awarded under as a Lump-Sum contract to the Respondent offering the “best value” to the Owner.

**1.5 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (“**UTHealth**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to provide services related to the decommission of an existing cyclotron, RFP No. 744-R1815 (this “**RFP**”), from qualified vendors to provide construction services (the “**Services**”). This is a turn-key project to remove, remediate, and appropriately dispose of materials to meet requirements for license termination as outline in 25 Texas Administrative Code §289.202(ddd)(1)(D)(2). The Services are more specifically described in **Section 5.4** (Scope of Work) of this RFP.

**In order to bid this project, your company must have prior experience with projects of similar size and scope to the specifications outlined for this project.**

**1.6 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [Section 61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. Sections [51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer 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**

UTHealth will accept proposals submitted in response to this RFP until 2:00PM Central Standard Time on Tuesday, May 15, 2018 (the “**Submittal Deadline**”).

**2.2 UTHealth Contact Person**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Chevonne Thornton

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

Subject Line: RFP No. 744-R1815

*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* ***12:00PM******CST*** *on* ***Tuesday, May 1, 2018*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5*** *of this RFP.*

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.

2.2.1 The Owner designates the following person, as its Project Manager Representative.

**Clinton “Brooks” Herman, Senior Project Manager**

2.2.2 The Owner designates the following, as the Architect representative regarding the technical Drawings and Specifications.

**Ameriphysics**

**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. 20% - Cost of goods and services;
       2. 20% - Delivery/Schedule; and
       3. 60% - Qualifications

**2.4 Key Events Schedule**

Issuance of RFP April 11, 2018

Pre-Proposal Conference 9:00AM CST on

(ref. **Section 2.6** of this RFP) Thursday, April 19, 2018

Deadline for Questions/Concerns 12:00PM CST on

(ref. **Section 2.2** of this RFP) Tuesday, May 1, 2018

Submittal Deadline 2:00PM CST on

(ref. **Section 2.1** of this RFP) Tuesday, May 15, 2018

HSP Submittal Deadline 2:00PM CST on

(ref. **Section 2.5** of this RFP) Wednesday, May 16, 2018

**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 Section 20.13(a)](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=13), 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* [Section 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 9:00AM CST on Thursday, April 19, 2018, in the Basement Level Training Room CYF B.106 of the Cyclotron Building (CYF/CYC) located at 6431 Fannin Street, Houston, Texas 77030. You may enter on the ground level, CYF G.102.

The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. A guided tour of the areas related to this project will be included as a part of the conference agenda. This may be the only opportunity for potential respondents to view the Project site(s) before the submittal of Bids.

Attendance at the pre-bid conference is not required, but is highly encouraged. Contractor needs to see access and delivery limitations of the building.During the pre-bid, if photos are necessary, permission must be granted.

**2.7 Sales and Use Taxes**

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

2.8 Certification of Franchise Tax Status

Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

2.9 Required Notices of Workers’ Compensation Insurance Coverage

The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General Conditions.

2.10 Prevailing Minimum Wage Rate Determination

Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with Attachment A of the UTHealth Special Conditions "Prevailing Wage Determination Houston/Galveston Area The University of Texas System Office of Facilities Planning and Construction.

2.11 Delinquency in Paying Child Support

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit five (5) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint Avenue, OCB 1.160

Houston, TX 77054

**Attn: Chevonne Thornton, Buyer II**

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

**3.3 Proposal Validity Period**

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

**3.4 Owner’s Reservation of Rights**

The Owner may evaluate the Bids based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Bids and re-solicit for new Bids, or to reject any and all Bids and temporarily or permanently abandon the Project. **Owner reserves the right to award any, all, or none of the Project**. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

**3.5 Terms and Conditions**

3.5.1 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:

3.5.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

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

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

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

**3.6 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:

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

3.6.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)

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

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

3.6.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

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

3.6.7 Signed and completed W-9 Form.

3.6.8 Schedule of Values

**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**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

**5.2 Minimum Requirements**

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

* + 1. **You must include with your bid a letter of intent from a surety company indicating your firm’s ability to obtain payment and performance bonds for the entire construction cost of the project.** If you do not include this letter, your bid will be considered incomplete and will be rejected. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum of the entire construction cost. Bonding requirements are set forth in Article 5 of the Uniform General and Supplementary Conditions, see Appendix Six.
    2. **In order to bid this project, your company must have prior experience with projects of similar size and scope to the specifications outlined for this project.**

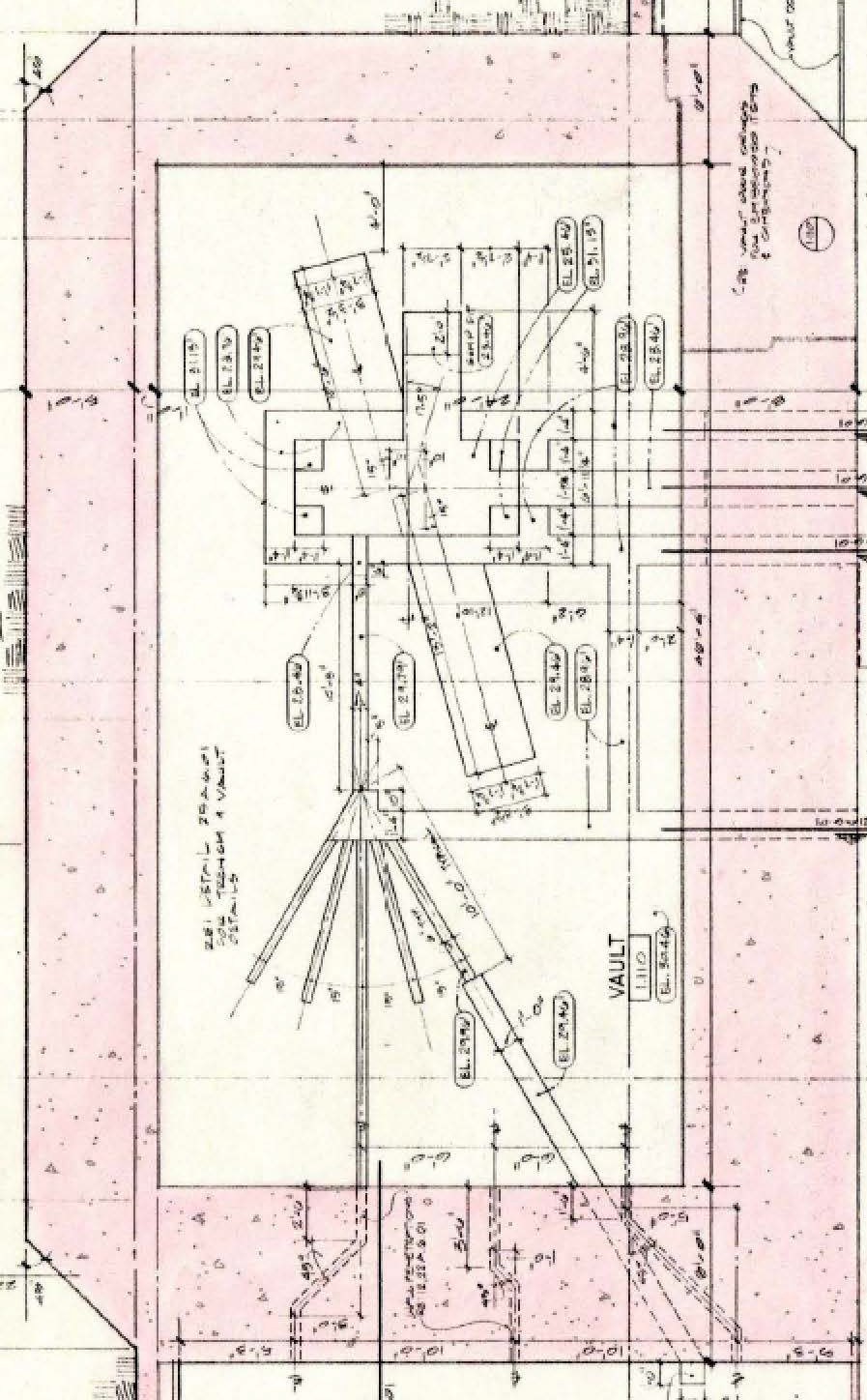
**5.3 Project Description and Scope of Work**

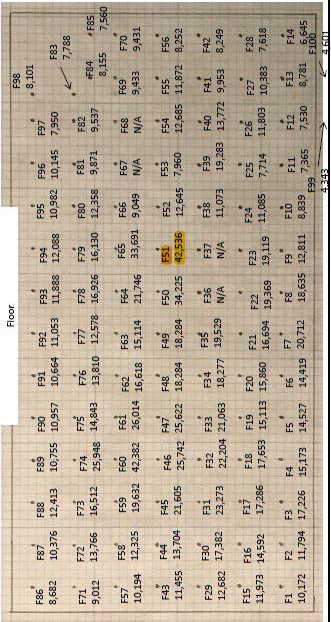
The University of Texas Health Science Center at Houston is soliciting bids for decommissioning an existing Scanditronix MC-40 Cyclotron. This is a turn-key project to remove, remediate, and appropriately dispose of materials to meet requirements for license termination as outline in 25 Texas Administrative Code §289.202(ddd)(1)(D)(2).

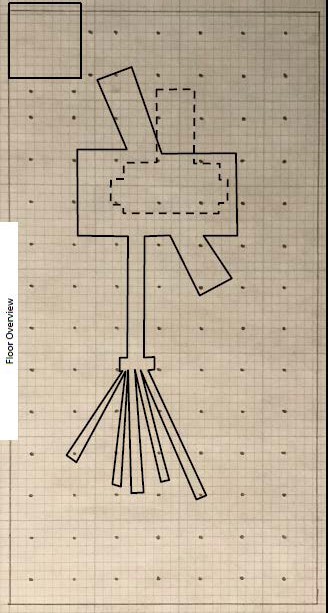
UTHealth operated a Scanditronix MC-40 cyclotron to produce radioisotopes for positron emission tomography from 1984 to 2001 under DSHS License L03685. On June 8, 2001, the facility was inundated by water from Tropical Storm Allison which rendered the cyclotron permanently inoperable. Since 2001, the facility and supporting rooms have been repurposed for use by UTHealth Environmental Health & Safety (EH&S). The cyclotron line, associated materials, and activated components have remained in storage. EH&S has utilized available space within the facility for sealed source storage, other radioactive waste processing and storage under the UTHealth broad license, and chemical waste processing. On June 15, 2015, UTHealth was notified by DSHS that the renewed license would have a license condition imposed to complete the decommissioning process.

The cyclotron vault has a footprint of approximately 1,080 Square Feet. The floor, walls and ceiling are constructed of rebar reinforced concrete. The north and east walls are 6-feet thick and the south and west walls are 8-feet thick. Access to the vault is through a movable door at the southeast corner. An overview of the cyclotron vault is provided in Figure 1.

**Figure 1: Cyclotron Vault Floorplan**







License Termination/Release Criterion:

Radiological requirements for license termination are described in 25 Texas Administrative Code §289.202(ddd)(1)(D)(2), *Radiological requirements for unrestricted use*, which states that a site will be considered acceptable for unrestricted release if the residual radioactivity that is distinguishable from background radiation results in a total effective dose equivalent (TEDE) to an average member of the critical group that does not exceed 25 mrem (0.25 mSv) per year, including that from groundwater sources of drinking water, and the residual radioactivity has been reduced to levels that are as low as reasonably achievable (ALARA). Determination of the levels that are ALARA shall take into account consideration of any detriments, such as deaths from transportation accidents, expected to potentially result from decontamination and waste disposal.

Comparison of Recent Characterization Results

with Guidelines:

In preparation for this project; a characterization was performed in September 2017. All direct measurement results were evaluated to determine locations to be considered for remediation. Core sample results were reported in pCi/g and were compared directly to the release criterion of 25 mrem/yr. TEDE.

The samples analyzed from location F51 resulted in the highest activity concentrations (in pCi/g). Dose modeling software, RESRAD-BUILD (Argonne National Laboratory), V3.50, October

30, 2009 was run using the laboratory results from the most radioactive sample, the o-6 inch (0-

15 cm), sample from location F51 (1132-F51 (1-6)). Other than the radionuclides and concentrations, default parameters were used. The RESRAD-BUILD report for this analysis is provided in Attachment 3. The dose resulting from this model is 41.9 mrem/yr. which is greater than the release criterion of 25 mrem/yr TEDE. The areal extent of the elevated activity can be bounded by the surrounding surface NaI readings. This results in approximately four square meters of area in which remediation may be required to meet the release criterion.

The sample with the second highest sample results was location F18. RESRAD-BUILD was run with the radionuclides and concentrations reported for this sample. The RESRAD-BUILD report for this analysis is provided in the second part of Attachment 3. The dose resulting from this model is

21.7 mrem/yr. which is less than the release criterion of 25 mrem/yr. TEDE. Since the balance of the sample locations have results that are less than those reported for location F18, it is safe to assume any required remediation of additional areas to meet the release criterion will be minor. Once the cyclotron and other components are removed, it will be easier to determine if any other areas of activation exceed the release criterion exist.

Scope of Work:

As discussed in Comparison of Recent Characterization Results with Guidelines, approximately four square meters of surface area surrounding location F51 may require remediation to meet the release criterion. Based on the results from the 15-30 cm sample and the 30-40 cm sample at location F51, the depth of remediation for this location is estimated at 50 cm. The area surrounding location F51 appears to be the only area that would require remediation to meet the release criterion, but this assumption should be verified following removal of the cyclotron and other activated components.

There may be a need for some additional spot remediation in other areas that could not be properly characterized because of interference with scans and static readings from the cyclotron and other components still in the room. The bid tab is requiring a cost per square foot for concrete removal for this purpose (unit cost). The Winning Contractor will comply with the Multi- Agency Radiation Survey and Site Investigation Manual (MARSSIM) requirements.

This area surrounding location F51 would result in approximately 70 Cubic Feet (in place volume) or 10,500 lbs. of activated concrete waste. The bid should include proper disposal of this waste. Waste Manifests to be provided to UTHealth.

In addition, the cyclotron and other components will also need to be disposed of as radioactive waste. The MC-40 cyclotron is estimated to weigh approximately 130,000 lbs. (~255 Cubic Feet). The cyclotron beam lines, target array, and various other components are estimated at approximately 1,080 Cubic Feet. These are estimates only and should be verified/determined prior to shipment and disposal. The bid should include proper disposal of this waste. Waste Manifests to be provided to UTHealth.

There are also used components and other activated material that reside in the vault. There are roughly 50 potentially activated lead bricks dispersed around the vault. Other waste found in cyclotron vault includes: four drums of concrete slurry from characterization concrete core samples, eleven 55-gallon drums of radioactive material (at least one of these contains lead), two 10-gallon drums, ten black trash bags of assorted waste, and an assortment of unpackaged radioactive material. The bid should include proper disposal of this waste. Waste Manifests to be provided to UTHealth.

The Winning Contract will abide by the rules governing the Texas Low Level Radioactive Waste Disposal Compact Commission. In Texas, Low-level Radioactive Waste (LLRW) is disposed at the Texas Compact Waste Facility (CWF) operated by Waste Control Specialists with the Andrews Site at 9998 West State Hwy 176, Andrews, TX 79714. Potential approval for alternate locations requires an export application petition with justification to the Texas Low level Radioactive Waste Disposal Compact Commission. The Winning Contractor will inform and provide

justification to UTHealth Environmental Health & Safety if the Winning Contractor decides to petition for the export application.

Alternate Bid Line Item 1: The pit, after removal of the cyclotron and other activated components, will need to be waterproofed and backfilled as required per the Winning Contractor’s Engineer to support future loads.

Equipment Disassembly and Removal:

The Winning Contractor will provide all the necessary equipment and personnel required for preparing the cyclotron and other associated components for removal and removing the cyclotron from the facility and associated waste/components. The Winning Contractor will provide all of the necessary health physics and safety support for disassembly and removal operations. This is a turnkey project that at end of the project will unconditionally release the space and allow for the termination of the license. These services will be performed under the Winning Contractor’s NRC or Agreement State radioactive materials license and under reciprocity with Texas DSHS.

Material Classification, Packaging, Transportation and Disposal:

The Winning Contractor will perform radiation surveys on cyclotron components as they are disassembled and removed. The results of these surveys will be used to perform dose to Curie inferences, assign activities to packages, and determine Department of Transportation (DOT) classification. Based on previous experience, some items will require packaging that meets the General Design Requirements identified in Title 49, Code of Federal Regulations (CFR), Sub-part

173.410. Typically, these packaging consists of wooden crates and are referred to as Strong Tight. Generally, such packaging is required of the cyclotron yoke and magnet assembly and of other equipment, including shields, in the vicinity of the targets.

Due to the nature of these projects, these packages are usually custom built onsite. Materials classed as Low Specific Activity Material (LSA-I) or DOT exempt may be shipped unpackaged. All costs associated with packaging and disposal to be covered in this bid. This is a turn-key proposal.

Loose or small radioactive items will be packed into packaging consisting of wooden crates or intermodals meeting the strong tight criteria. The Winning Contractor will verify that packaging complies with the DOT requirements, mark and label all waste packages for shipment, and prepare shipping paperwork and manifests. The Winning Contractor will provide documentation the shipper(s) has(ve) completed applicable shipping of radioactive material training.

The Winning Contractor will prepare all shipping papers and reflect the Winning Contractor as the shipper and UTHealth as the generator. Weights will be estimated for transportation purposes based on process knowledge; actual weights for any material disposed will be obtained

either in route or at the receiving facility. The Winning Contractor will provide all transportation and disposal services as part of this quotation.

The Winning Contractor will abide by the rules governing the Texas Low Level Radioactive Waste Disposal Compact Commission.

Remediation:

As part of this proposal, the Winning Contractor will remove all activated concrete required to meet the release criterion using standard demolition equipment including chop saws and jackhammers; however, portable HEPA filtration units must be used to collect potentially contaminated dusts generated during demolition and personnel may be required to wear respiratory protection equipment. Water used to cool cutting equipment must be collected and sampled before it is discharged. Radioactive concrete waste will be characterized, packaged, and transported to an appropriately licensed facility for disposal. For the purpose of this quotation, all water and concrete sampling analysis, transportation and disposal will be provided by the Winning Contractor. The Winning Contractor will remove other associated components incidental to the operation of the cyclotron.

Alternate Bid Line Item 1: This proposal should include the replacement or restoration of any removed concrete or materials from the cyclotron vault in order to meet the release criterion, as well as waterproofing and backfilling in the pit as required per the Winning Contractor’s Engineer to support future loads.

NO Electric Welders or any device that will hinder the Variable Frequency Drives that run the AHU and Chill Water Pumps in the Mechanical Room.

Conditions/Assumptions:

* All shutdowns/disruptions/odors must be discussed with ODR PM prior to occurrence.
  + Loading Dock can only be utilized for loading and unloading of debris and cannot be shut down for strict use by the Winning Contractor.
* All workers of the Winning Contractor will have to find parking, there are no parking validations.
  + No parking is allowed in the MSB Loading Dock.
* All work will be performed under the Winning Contractor’s NRC or Agreement State radioactive material license under reciprocity with Texas DSHS, unless otherwise agreed upon by the Winning Contractor and UTHealth. All fees should be incurred by the Winning Contractor.
* UTHealth will assist in the acquisition of any permits required to perform this work. This would include providing information regarding the facility, drawings, assisting with

identifying local General Contractors, signatures on permit application for facility owners, etc. All fees should be incurred by the Winning Contractor.

* In order to be issued dosimetry and work under the Winning Contractor’s radioactive materials license, anyone working on the project handling licensed material must satisfactorily complete four hours of radiation worker training and pass a multiple choice exam with a score of 80% or better. The training and test are in English.
* All liquids, oils and other hazardous materials incidental to operation including the cyclotron shields will be characterized and disposed as of appropriately by The Winning Contractor.
* The Winning Contractor will provide all strong-tight packaging (crating) as described elsewhere in this document. The Winning Contractor is responsible for certifying radioactive material shipments; consequently, the determination that packages meet the definition of strong-tight will be made at the sole discretion of the Winning Contractor.
* Personnel performing concrete removal may be required to wear respiratory protection equipment and will have current respirator physical and fit test.
* All personnel will adhere to the requirements of the Winning Contractor’s license and the instructions of the Winning Contractor’s personnel. This includes wearing PPE as instructed.
* Characterization for purposes of transportation and disposal may be accomplished using typical isotopes and abundances.
* No more than 70 cubic feet of concrete will be removed in order from the facility. If additional remediation beyond 70 cubic feet of concrete is required, additional charges will be incurred by UTHealth using the provided unit cost.
* No more than 1,080 cubic feet of cyclotron beam lines, target array, and various other components will be removed from the facility. If additional activated material beyond that of 1,080 cubic feet is required to be removed, additional charges will be incurred by UTHealth using the provided unit cost.
* Ventilation, service air, and 110 V AC systems will remain in the facility and may be used by the Winning Contractor.
* There will be no limitations placed on the type of equipment used for disassembly and removal activities, such as restrictions on power, noise, and vibration. (Except NO Electric Welders or any device that will hinder the Variable Frequency drives that run the AHU and Chill Water Pumps in the Mechanical Room.)

Additional Close-Out Requirements:

* + Approved Submittals, Shop Drawings, RFI’s
  + Final Status Survey according to MARSSIM for demonstrating compliance with does or risk base release requirements. Statement of release criteria.
  + Warranties (1 Year)
  + Consent on Surety
  + Final Release of Claims and Liens
  + Substantial Completion Certificate

**5.4 Drawings and Specifications**

5.4.1 DEFINITION: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, the Invitation to Bid, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Performance and Payment Bonds, Uniform General and Supplementary Conditions for Building Construction Contracts, Special Conditions, Prevailing Wage Rate Determination, HUB Utilization Policy (Exhibit ‘H’), other forms and documents identified in the Agreement, Drawings, Specifications, and all Addenda issued prior to receipt of Bids, and Change Orders issued after execution of the Contract.

5.4.2 Distribution: Drawings for this project are available from the UTHealth bid opportunities page [www.uthouston.edu/buy/bid-list.htm](http://www.uthouston.edu/buy/bid-list.htm).

**5.5 Additional Questions Specific to this RFP**

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

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

5.5.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [Section 2252.908, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)) and [1 TAC Sections 46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**.*Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at* <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

5.5.3 Describe three examples of projects similar or larger in scope your company recently completed and the name of an owner’s representative that can be used as a reference.  Include a telephone number and email address.

* + 1. Provide resumes for the project manager, construction supervisor and any other key staff that will be working on this project.
    2. In general, describe your safety program.  Additionally describe the project specific safety plans/precautions that will be taken  on this project in regards to:
    3. Occupant safety and prevention disruptions such as noise, dust, odors, hot works and egress.
    4. Jobsite and contractor safety such as worker training, confined space, scaffolding, crane operations, etc.
    5. Provide a Critical Path Method (CPM) schedule with the amount of days for the work.
    6. What is/are the critical issue(s) foreseeable during this project? Include your plan to overcome these issues.
    7. For the duration of this project, the offices will be occupied. How will the noise mitigation be addressed during working hours to avoid these types of disruptions?
    8. The loading dock cannot stay blocked for extended periods of time, describe how your team will go about scheduling deliveries/pick up of the removed debris/equipment.
    9. Describe methods to be utilized for scope of work to be done under contractor license (or reciprocity).
    10. Describe anticipated types of waste to be generated from this work and estimated volumes of wastes.
    11. Describe how your team will comply with Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) requirements regarding the characterization. MARSSIM focuses on the demonstration of compliance during the final status survey following scoping, characterization and any necessary remedial actions. <https://www.epa.gov/radiation/multi-agency-radiation-survey-and-site-investigation-manual-marssim>
    12. Describe how your team will complete final characterization surveys, reporting and MARSSIM status surveys after waste has been removed.
    13. Describe process to comply with Texas Low Level Radioactive Waste Disposal Compact Commission rules regarding waste. <http://www.tllrwdcc.org/rules/>

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Company Name)

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

**Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP No.:**  744-R1815

Ladies and Gentlemen:

Having carefully examined the Project Requirements, the General Conditions, the Plans and Specifications and any Addenda to the Plans and Specifications as prepared by the University of Texas Health Science Center at Houston (the Owner of this Project), as well as the premises and all conditions affecting the work, the undersigned promises to furnish all equipment, labor, materials, supervision, services, and required bonding to complete the entire work in complete accordance with the above document for the following firm, fixed prices. The University will not accept bids which include assumptions or exceptions to the work identified in the Project Requirements.

**6.1 Total Base Price**

**Turn-Key Decommissioning for License Termination** - The base bid proposal should include the replacement or restoration of any removed concrete or materials from the cyclotron vault in order to meet the release criterion.

Price: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars

Note: Amounts shall be shown in both written and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

6.1.1 Breakdown of Base Price

One (1) Cubic Foot of Removal of Activated Concrete

(70 Cubic Feet should be assumed in Base Bid)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One (1) Cubic Foot of Removal of Cyclotron Beam Lines, Target Array, & various other component

(1080 Cubic Feet should be assumed in Base Bid)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2 **Alternate Bid # 1**

Cost to add waterproof and backfill the pit with concrete and a finish to match surrounding concrete.

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Please provide a Schedule of Values along with your Pricing Bid\*\*

**6.2 Base Delivery Schedule**

**Indicate total time for completion of entire project.**

Calendar Days to Complete \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Calendar Days to Complete with Alternate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify UTHealth sufficiently in advance of inability to complete within the delivery schedule, shall grant UTHealth the option of imposing liquidated damages in the amount of fifteen hundred dollars ($1,500.00) per calendar day. Notwithstanding the foregoing, UTHealth shall have no obligation to accept late performance or waive timely performance by Contractor.

**6.3 University’s 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 [Section 151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC Section 3.322](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC Section 3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac$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 Sections [552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor 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 transmitting, 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.

2.1.13 Pursuant to [Chapter 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to [Subchapter F, Chapter 2252, *Texas* *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

**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 Not Used.**

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

If Proposer is a Corporation, then State of Incorporation:

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

RFP No.: 744-R1815

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

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

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

3.1.2 State whether Proposer 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 Not Used.**

**3.3 Not Used.**

**3.4 Service Support**

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

**3.5 Not Used.**

**3.6 Miscellaneous**

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

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

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

**SECTION 4**

**ADDENDA CHECKLIST**

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

(Proposer Company Name)

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

**Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_\_ Services related to the

**RFP No.:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 FOUR

CAMPUS MAP



Facility locations in this image:

MSB – Medical School Building

MSE – Medical School Expansion Building

CYC – Cyclotron Building

UTPB – University Professional Building

UTPG – University Professional Garage