

The University of North Texas Health Science Center

**REQUEST FOR PROPOSALS
Number 10-036-51141-CC**

for

**Purchase and Implementation of
Archibus® Space Management System**

**Proposal and HSP Due:
3:00 PM, DATE: January 20, 2010**

**Location:
Purchasing Department
Attn: Carolyn Cross, CPPB
3500 Camp Bowie Blvd
Suite EAD 600
Fort Worth, TX 76107**

**Phone: 817.735.2681
Fax: 817.735.5000
cacross@hsc.unt.edu**

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**UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
(UNTHSC)
REQUEST FOR PROPOSAL (RFP)**

RFP Number 10-036-51141-CC

Class and Item: 920-07 Applications Software

SECTION 1. SUBMITTAL AND CONTACT INFORMATION

1.1 Submittal Information and Required Response Items

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121.2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the name of proposers will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

All proposals must be completed as required by the instructions in this request, signed and returned to the following location:

**DELIVER OR
MAIL PROPOSAL TO:**

**University of North Texas Health Science Center at Fort Worth
Purchasing Office, EAD 600
3500 Camp Bowie Blvd.
Fort Worth, TX 76107**

Proposer must show **RFP Number, RFP Name, Opening Date and Time on Return Envelope**. A total of five (5) copies of the required sections listed below must be returned. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

All responses to this RFP must include at least the following items:

Exhibit A - Execution of Offer

A completed "Execution of Offer" form, as found in Exhibit A, signed by a duly authorized representative of proposer.

Exhibit B - HUB Subcontracting Plan

One (1) fully completed and signed HUB Subcontracting Plan (HSP) – See Exhibit B of this RFP for a copy of the HUB Subcontracting Plan. THE HSP MUST BE IN A SEPARATE SEALED ENVELOPE AND MARKED ON THE ENVELOPE AS SUCH.

Exhibit C - Qualifications and Pricing

A completed bid response form (See Exhibit C –Qualifications and Pricing), clearly showing the proposed costs for UNTHSC for the term listed herein in the form requested in Section 5 of this RFP, as well as listing the requested information regarding proposer as discussed in Section 8 of this RFP.

Failure to include the required sections will result in disqualification of the proposal. All proposals shall become the property of the UNTHSC upon receipt.

1.2 UNTHSC Contact Information:

All requests for information will result in written responses sent to all proposers known to the agency.

REFER ALL INQUIRIES TO:

University of North Texas
Health Science Center at Fort Worth
Carolyn Cross, CPPB
Associate Director of Purchasing
817-735-2681; Fax: 817-735-5000
email: cacross@hsc.unt.edu

The deadline for submission of questions is 3:00 PM, DATE: January 20, 2010. All addenda to and interpretation of this solicitation shall be in writing. UNTHSC shall not be legally bound by an addenda or interpretation that is not in writing.

SECTION 2. TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE SUBMITTED IN WRITING.

2.1 PROPOSAL REQUIREMENTS:

- A. Five (5) copies of the proposal, typewritten or printed in ink, and one (1) copy of the HSP must be submitted to UNTHSC.
- B. Proposal should be placed in a sealed container, completely and properly identified with RFP number, RFP name, due date, and time. Proposal and the HUB Subcontracting Plan must be time stamped at institution before the hours and dates specified for the proposal receipt. It is the proposer's responsibility to have the proposal and HUB Subcontracting Plan correctly marked in separate containers and to the agency by the specified dates and times for receipt.
- C. Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable proposal to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the institution.
- D. Late proposals or HUB Subcontracting Plans will not be considered under any circumstances.
- E. Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in proposal. Excise Tax Exemption Certificate will be furnished by UNTHSC upon request.
- F. Telephone proposals and electronic proposals are not acceptable when in response to this Request for Proposal.
- G. Any proposal or bond signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

2.2 CONDITIONS:

- A. UNTHSC is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, UNTHSC is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the State.
- B. Proposers electing to respond to this RFP are responsible for all costs of proposal preparation. UNTHSC is not liable for any costs incurred by a proposer in response to this RFP.
- C. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of UNTHSC.
- D. In case of a tie between two or more proposers, the award will be made in accordance with preferences as outlined in Rule 1 TAC 113.8. If a tie still exists after review of preferences claimed by proposers, the agency will draw lots to break the tie.
- E. If delivery delay is foreseen, the vendor shall give written notice to UNTHSC. UNTHSC has the right to extend the delivery date if reasons appear valid. The vendor must keep UNTHSC advised at all times of status of order. Default in promised delivery, due to vendor's actions or lack thereof, or failure to meet the specifications, authorizes UNTHSC to purchase commodities or services elsewhere and charge full increase in costs, if any, to the defaulting vendor.
- F. The vendor agrees to protect and indemnify the State and UNTHSC from claims involving infringement of patents or copyrights.

- G. The vendor hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- H. In event of a conflict between standard proposal requirements and conditions and the attached detail specifications, the detail specification shall govern.

SECTION 3. EXECUTION OF OFFER

The Execution of Offer form attached in **Exhibit A** of this Proposal must be signed by an authorized representative of proposer for the Proposal to be accepted. Signing the Execution of Offer with a false statement is a material breach of contract and shall void the submitted Proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. Signing the Execution of Offer also demonstrates proposer's agreement with the statements listed in the Execution of Offer.

SECTION 4. GENERAL INFORMATION

Milestones	Dates
Deadline for submission of questions	3:00 PM, January 7, 2010
Deadline to Receive Vendor Proposals and HUB Subcontracting Plans	3:00 PM, January 20, 2010
Complete Evaluations	January 30, 2010
Complete Contract and Award	February 14, 2010

4.1 General:

UNTHSC is accepting Proposals for Purchase and Implementation of Archibus® Space Management System in accordance with these specifications. Services shall be in accordance with the terms, conditions, and requirements as set forth in Section 5 of this Request for Proposal, RFP Number 10-036-51141-CC.

4.2 Number of Copies:

Proposer must submit a total of **five (5)** complete and identical copies of its proposal. An *original* signature by an authorized officer of proposer must appear on the Execution of Offer (Exhibit A) 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. Failure to submit the required number of copies may be reason for disqualification.

4.3 Submittal:

Each sealed Proposal shall be identified on the face of its container as follows:

PROPOSAL FOR: Purchase and Implementation of Archibus® Space Management System

RFP # 10-036-51141-CC

FROM: Name of Proposing Firm

4.4 Submittal Deadlines:

UNTHSC will accept proposals until 3:00 PM, CST January 20, 2010.

4.5 Agency Contact:

All inquiries concerning this RFP should be directed in writing to Carolyn Cross, email cacross@hsc.unt.edu.

4.6 Inquiries and Interpretations:

Responses to inquiries which determine discrepancies, ambiguities, or omissions in the proposal documents, or which directly affect an interpretation or change to this RFP, will be issued in writing by addendum and e-mailed to all parties recorded by UNTHSC as having received a copy of the RFP (see Section 1). All such addenda issued by UNTHSC prior to the time that proposals are received shall be considered part of the RFP, and the proposer shall be required to consider and acknowledge receipt of such in his/her proposal. Firms receiving this proposal other than directly from UNTHSC are responsible for notifying UNTHSC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an addendum is issued (see Section 1).

Only those UNTHSC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of Execution of Offer on page 16.

4.7 Texas Public Information Act:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of Texas Government Code (Public Information Act”).

4.8 Contract Award Process:

An award for the services specified herein will be made following a procedure using competitive sealed proposals. Proposals will be opened publicly to identify the names of the proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. All of the proposals received by the deadline will be reviewed by an evaluation committee. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification, modification, or negotiation with any of the proposers or, at UNTHSC option, UNTHSC may discuss or negotiate all elements of the proposal with selected proposers. UNTHSC reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interest of UNTHSC and re-solicit for proposals.

4.9 Acceptance of Evaluation Methodology:

Submission of a proposal indicates proposer’s acceptance of the evaluation technique and proposer’s recognition that some subjective judgments will be made by UNTHSC during the assigning of points and final award determination.

4.10 Historically Underutilized Business Good Faith Effort Program (GFEP):

It is the policy of the Texas Procurement and Support Services (TPASS), UNTHSC, and the UNTHSC Purchasing Department to encourage the use of Historically Underutilized Businesses (HUBs) in prime contracts, subcontracts, and purchasing transactions. UNTHSC initiatives through the Purchasing Department are to assist our prime vendors and core company/agents to achieve these ends through race, ethnic and gender-neutral means. The goal of the HUB Subcontracting Plan (HSP) is to promote full and equal business opportunities for all businesses in UNTHSC contracting and purchasing.

The attached HUB Subcontracting Plan (Exhibit B) must be appropriately filled out, signed, and returned at the appointed date and time. Failure to return the HUB Subcontracting Plan at the appointed date and time shall disqualify your proposal.

The following Texas Comptroller of Public Accounts (CPA) commodity code(s) are applicable to this RFP, and should be used for researching subcontracting opportunities on the CPA's Centralized Master Bidders List (CMBL) when the supplier/vendor anticipates utilization of subcontractors. The CMBL is located on the CPA's website at: <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Commodity Code(s) for this RFP: 920-07 Applications Software

NOTE: Prime Vendors interested in identifying potential HUBs for subcontracting opportunities may contact UNTHSC's **Assistant Director, HUB Administrator, Sylvia Briones, at 817-735-2684** for assistance.

SECTION 5. STATEMENT OF WORK

- 5.1 Purpose of Project:** UNTHSC seeks to hire a firm to furnish Archibus® Space Management Software and implementation services. These specifications are being advertised under Texas Gov't Code Title 10, Subtitle D, Chapter 2155, Section 2155.067. Only proposals on items conforming exactly to these specifications will be considered in determining an award. Conforming exactly to these specifications includes proposing only the brand name specified in this RFP.
- 5.2 Description of Required Services:** Furnish and install a Computer-Aided Facilities Management System (CAFM) to replace the existing space management software, and migration of the AutoCAD building drawings and the existing space inventory data in the Oracle 10g Enterprise Edition Release 10.1.0.5.0 - Prod database to the new file structure, to properly function and integrate within the CAFM system.
- 5.3 Proposed Project Workplan, Project Timelines, and Project staffing:** Proposals must include the following items in their submittals:
1. Overall project workplan
 2. Project timeline that includes a detailed list of tasks and due dates
 3. The proposed staffing who will be assigned to the project (include résumés)
- 5.4 Fee Schedule:** Each respondent must complete and submit with their response **Exhibit C** Schedule of Pricing to detail the name, number of hours, and proposed hourly rates of all proposed personnel who will be providing services under any contract resulting from this RFP. Fee is based on an hourly rate that is inclusive of all associated cost for delivery, labor, materials, equipment, insurance, taxes, overhead, profit, and any other resources necessary for completion of all work in the manner required by any contract resulting from this RFP.

The minimum requirements and the specifications for the services, as well as certain requests for information to be provided by proposer, are outlined below and listed in more detail in **Exhibit C: Qualifications and Pricing**. This exhibit shall be filled out in its entirety by proposer. All pricing shall be quoted in the forms provided in **Exhibit C**.

SECTION 6. INTRODUCTION

UNTHSC is one of the nation's distinguished academic medical centers, dedicated to all three disciplines of medical science — education, research, and patient care. The 35-acre, \$123 million complex is located in the heart of Fort Worth's Cultural Arts District, and sits among parks, museums, and tree-lined streets rather than in a central hospital district typical of other medical schools.

The Health Science Center is composed of the Texas College of Osteopathic Medicine, the Graduate School of Biomedical Sciences, the School of Public Health, and the School of Health Professions. The center's Institutes for Discovery conduct leading-edge research on select health issues, including vision, aging, cancer, heart disease, physical medicine, and public health. Recently, the Texas College of Osteopathic Medicine was named a top 50 medical school in primary care by *U.S. News and World Report* for the fourth consecutive year. The institution injects nearly \$500 million into Tarrant County's and Texas' economies annually.

The Center of BioHealth building, which was dedicated on August 26, 2004, is a six-story structure with

approximately 108,000 square feet used primarily for education and biomedical research. It also houses the Center for Diagnostic Imaging, providing the newest technology in medical imaging.

For additional information you may wish to access the UNTHSC's current home page at <http://www.hsc.unt.edu>.

SECTION 7. SCOPE OF WORK

Project Management

- Project Oversight from Requirements analysis through User Acceptance Testing
- Scheduling – Client Resources for all meetings and activities

Requirements Analysis:

- On site meetings with the functional groups including:
 - o Facilities
 - o Capital Planning
 - o IT
 - o HR
 - o Finance
- Identify and document requirements for following project components:
 - o Server Requirements
 - o Network Requirements
 - o Space Standards
 - o Room Standards
 - o CAD Standards
 - o User Activity and Role Definition
 - o Database Schema
 - o User Reporting
 - o Executive Reporting
 - o Research Grant tracking for reimbursement
 - o Integration Requirements : Schema, architecture, security
 - HR – Employee Data
 - Finance
 - o Maintenance and Support Plan

Solution Design

- Provide Technical Architecture documentation for
 - o Server Requirements
 - o Network Requirements
 - o User Activity and Role Definition
 - o Database Schema
 - o User Reporting
 - o Executive Reporting
 - o Research Grant tracking for reimbursement
 - o Integration Requirements : Schema, architecture, security
 - HR – Employee Data
 - Finance

Schema (Database) Configuration and Customization

- Table and field configuration per functional business requirements
- Creation of additional table and field

- Published Schema for Upgrade Support

Interfaces for Data Exchange

- Technical architecture and coding for exchange of the following potential systems
 - o Financial
 - o HR (employee, Principal Investigator)

Application Security Configuration

- Configuration of User Roles
- Configuration of Field Level Security

Test Environment Installation – Desktop

- Installation of Desktop licenses into the test environment

Production Environment Installation – Desktop

- Installation of Desktop licenses into the production environment

Test Server Installation

- Installation of platform application and database licenses into the test server environment
- Installation of all web based application into the test environment

Production Server Installation

- Installation of platform application and database licenses into the production server environment
- Installation of all web based application into the production environment

Background Data Population

- Population of Building, Floor and Room Data
- Population of Employee Data
- Population of Department, Division or other Client defined Org data

CAD Drawing Preparation

- Documentation of CAD Standards
- Standardization of Drawing layers
- Creation of CAFM Drawings
 - o Poly-line creation for 1,100,000 Square Feet
 - o Room level per Client standard
 - o Building Gross per Client Standard
 - o Vertical Penetrations, Service Areas per Client standard

Space Data Population

- Catalog Building, Floor, Room Data
- Catalog Department/Division Data
- Catalog Grant or Research Assignment
- Room Pro-rations
- Financial Assignment or Chargeback

User Acceptance Testing

- Testing of GUI (Graphical User Interfaces)
- System performance testing
- Report Testing

Training

- User Application Training
 - System Administrator Training
- A. Provide the facilities team with the appropriate tools to perform work tasks.
- B. Provide integrated data regarding land, the building envelope, and usage within the campus buildings that support UNTHSC with respect to master planning, new construction, renovation, building maintenance, and required institutional reporting at the state and federal level.
- C. Modify UNTHSC's CAD building drawing files as necessary for proper functionality and integration with the CAFM system. For an example of UNTHSC's CAD layering diagram reference Appendix 1.
- D. Migrate and/or modify UNTHSC's existing space inventory data (approximately 2,139 room records and 27 building records) as necessary for proper functionality and integration with the CAFM system.
- E. The room width, length, and alcove dimension fields will need to be updated after the room poly-lines are completed. Accommodate this data updating and reconciliation in your firm's implementation plan.
- F. Must have the ability to integrate and support different operating systems which includes the UNTHSC's financial systems.
- G. Easily generate PDF & XLS exports.

SECTION 8. VENDOR QUALIFICATIONS

- 8.1 Proposals shall be considered only from proposers who, in the judgment of the UNTHSC Purchasing Office, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance, and ready, willing, and able to render prompt and satisfactory services.
- 8.2 Proposers shall verify that they have recent experience within the last three years in successfully supporting the implementation of a Computer-Aided Facilities Management System such as Archibus® for an institution of higher education in the State of Texas and familiarity of reports required by the Texas Higher Education Coordinating Board as well as a Federal Grant reporting requirements.
- 8.3 UNTHSC may request other information to determine proposers' abilities to meet the minimum standards listed above.

SECTION 9. PROPOSAL CONTENT

- 9.1 The Proposal must be executed by an authorized representative and submitted on the Execution of Offer – **Exhibit A**.
- 9.2 The Proposal must include a completed and signed HUB Subcontracting Plan – **Exhibit B**.
- 9.3 If the **Exhibit C: Qualifications and Pricing** form does not provide sufficient space to adequately respond to a question, the proposer should attach an additional 8 ½" X 11" white paper sheet(s) as required, referencing the page and question numbers to which the response pertains.
- 9.4 In addition, proposals must include a detailed work plan, timeline, and payment schedule including:
- a. Hardware Requirements (file servers, PC workstations, printers, palm pilots, etc.).
 - b. Software (including any third party required software for system functionality).
 - c. Include a Software Support Services Agreement and any specialized hardware support.
 - d. Project Implementation Fees and Schedule.
 - e. Data Conversion/Migration.

1. Existing Oracle Database. Oracle 10g Enterprise Edition Release 10.1.0.5.0 - Prod database
 2. Existing Oracle Database. Updating of the room width, length, and alcove dimension fields after room ploy-lines are completed.
 3. Existing AutoCAD Drawing Files. .
 - f. Indicate any software or hardware interfaces required for your CAFM program to be fully integrated.
 - g. Site Preparation, indicate the technical requirements and appropriate software versions for:
 1. File Server Platform.
 2. PC Workstation Platform.
 3. Any New Hardware.
 - h. Training Program for CAFM software and any third-party software.
 1. System Administrator.
 2. CAD Operator
 3. Day-to-Day Users
 4. Casual Users
- 9.5 A Proposal showing omissions, alterations, conditions, or carrying riders or qualifications which modify the Proposal form will be rejected as irregular.
- 9.6 If the proposer chooses to issue a “No Response” (N/R) to questions on the Proposal, an explanation of this action is required. Failure to do so may be viewed by the Owner as an incomplete Proposal and subject to rejection.
- 9.7 Proposals received after the advertised time for the Proposal opening will be ineligible and will be returned unopened.
- 9.8 UNTHSC reserves the right to reject any or all Proposals.
- 9.9 Identifying information, proposer’s experience and Pricing must be completed on **Exhibit C** and returned as a part of proposer’s response.

RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

- () All UNTHSC provided RFP forms completed
- () Proposals signed
- () One (1) HUB Subcontracting Plan completed and signed
- () Five (5) complete and identical copies of proposal
- () Other required documentation (i.e., detailed work plan, timeline, payment schedule, résumés)
- () Addendums included in response (If applicable)

SECTION 10. EVALUATION CRITERIA FOR AWARD

UNTHSC will base its choice of a consultant upon demonstrated competence, knowledge, and qualifications and on reasonableness of the proposed fee. If all other considerations are equal, UNTHSC will give preference to a private consultant whose principal place of business is in the state or who will manage the consulting contract entirely from an office in the state. In making this determination, UNTHSC shall evaluate the proposals as follows:

A.	Cost	5%
B.	Experience with Reporting to THECB and Federal Agencies and working with institutions of higher education in the State of Texas	50%
C.	Experience of assigned project team	25%
D.	Workplan	20%

All proposals received by the deadline will be reviewed by an evaluation committee; however, it is required that any firm that is considered for this project will have significant recent experience in implementing Archibus® in a State of Texas institution of higher education. All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, UNTHSC alone will determine whether the variance is significant enough to consider the proposal responsive and acceptable and therefore a candidate for further consideration, or non-responsive and unacceptable and therefore not considered for award.

Based on the criteria listed above, a competitive range of offers may be selected for additional review. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offer(s). The vendors selected for the short list may be asked to meet with the committee for clarification and discussion of the proposal, and may be asked to make a final and best offer. The committee will then negotiate a contract with the firm deemed to be best qualified to provide the required services at compensation that UNTHSC determines to be in the best interest of the institution.

SECTION 11. CONTRACTUAL REQUIREMENTS

- 11.1 **Entire Agreement:** The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between UNTHSC and the Vendor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract, are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

- 11.2 **Validity Period:** Proposals are to be valid for UNTHSC's acceptance for ninety (90) days from the submittal deadline date or the submittal deadline for any subsequent best and final pricing, to allow time for evaluation and selection. Proposals, if accepted, shall remain valid for the life of the contract.

- 11.3 **Pricing Schedule:** Pricing shall reflect the full Statement of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit. UNTHSC will not recognize or accept any charges or fees to perform this work that are not specifically stated in the proposer's proposal. Cash or prompt payment discounts will not be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in UNTHSC's best interest.

- 11.4 **Cancellation:** This contract is subject to immediate cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the using agency. UNTHSC reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.

The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by UNTHSC shall not limit any other right or remedy available to UNTHSC at law or in equity.

In no event shall such cancellation by UNTHSC as provided for under this Section give rise to any liability on the part of UNTHSC including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. UNTHSC's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination.

- 11.5 **Default:** In the event that the vendor fails to carry out or comply with any of the terms and conditions of the contract with UNTHSC, UNTHSC may notify the vendor of such failure or default in writing and demand that

the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, UNTHSC shall have the right to cancel the contract.

Without limiting the foregoing, the following shall constitute a material breach by the vendor, upon the occurrence of which the vendor shall immediately notify UNTHSC: the vendor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent.

- 11.6 **Payment:** UNTHSC will, when invoices and supporting documentation are received for payment, approve or disapprove the amount reflected in such invoice, and if UNTHSC approves such amount or any portion of such amount, it shall promptly pay said amounts.
- 11.7 **Contract Amendments:** The contract may be amended within the contract period by mutual consent of the parties. No modification or amendment to the contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the contract shall be forwarded to the **UNTHSC Purchasing Department** for prior review and approval.
- 11.8 **Independent Vendor Status:** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with UNTHSC. UNTHSC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will UNTHSC furnish any medical or retirement benefits or any paid vacation or sick leave.
- 11.9 **UNTHSC's Right To Audit:** At any time during the term of this contract and for a period of four (4) years thereafter UNTHSC or a duly authorized audit representative of UNTHSC, or the State of Texas, at its expense and at reasonable times, reserves the right to audit contractor's records and books relevant to all services provided under this Contract. In the event such an audit by UNTHSC reveals any errors/overpayments by UNTHSC, contractor shall refund UNTHSC the full amount of such overpayments within thirty (30) days of such audit findings, or UNTHSC, at its option, reserves the right to deduct such amounts owing UNTHSC from any payments due contractor.
- 11.10 **Access To Documents:** To the extent applicable to this procurement, the contractor shall allow, during and for a period of not less than four (4) years after the contract term, access to this contract and its books, documents, and records; and contracts between contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- 11.11 **Acceptance of Products and Services:** The successful Vendor will be required to enter into a consulting contract with UNTHSC. The resulting contract, terms, and conditions of this RFP, and the successful Vendor's response shall form the Contract Documents. The Contract Documents shall be the complete agreement between UNTHSC and the successful Vendor and shall supersede all prior agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.
- 11.12 **Title and Risk of Loss:** For goods to be provided by vendor hereunder, if any, the title and risk of loss of the goods shall not pass to UNTHSC until UNTHSC actually receives, takes possession, and accepts the goods at the point or points of delivery.
- 11.13 **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Contract, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Contract.
- 11.14 **Force Majeure:** If either UNTHSC or vendor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by industry-wide strikes, fire, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

- 11.15 **Other Benefits:** No benefits, payments, or considerations received by vendor for the performance of services associated with and pertinent to the resultant contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.
- 11.16 **Non-Disclosure:** Vendor acknowledges that Vendor or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of UNTHSC. Vendor shall not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Vendor unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources. Vendor agrees that all writings or other materials produced by Vendor relating to the work under the resulting contract shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by UNTHSC, and that Vendor shall not assert any claim thereto. Vendor represents that Vendor and Vendor's employees have no conflict of interest, either direct or indirect, in the Services herein contemplated, and Vendor shall immediately inform UNTHSC should such a conflict or potential conflict arise
- 11.17 **Severability:** In case any provision hereof, or of any resulting contract or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid or unenforceable provision had not been included herein.
- 11.18 **Non-Waiver of Defaults:** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or contracts thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or contract therein contained.
- 11.19 **None of the terms and conditions contained in this Request for Proposals may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of UNTHSC.**
- 11.20 **INDEMNIFICATION:**
- a. *TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND SUBVENDORS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNTHSC, AND HOLD HARMLESS THE UNTHSC AND THE UNIVERSITY OF NORTH TEXAS SYSTEM, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE UNTHSC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REGENTS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE WORK PURSUANT TO THIS AGREEMENT OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE VENDOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH UNTHSC OR ANY OF THE INDEMNITEES HAS BY LAW.*
 - b. *VENDOR SHALL PROTECT AND INDEMNIFY THE UNTHSC FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR*

THE USE BY VENDOR, OR BY UNTHSC AT THE DIRECTION OF VENDOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, UNTHSC SHALL PROMPTLY NOTIFY VENDOR AND VENDOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. VENDOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF UNTHSC'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, UNTHSC AGREES TO COOPERATE REASONABLY WITH VENDOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

- 11.21 **Non-Assignable Contract:** This contract shall be between UNTHSC at Fort Worth and the selected vendor. The service provided in this agreement shall not be further assigned to another agency except by express written permission from UNTHSC.
- 11.22 **Section Heading:** All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.
- 11.23 **Governing Law:** This contract, including without limitation this RFP and any resulting contract or purchase order, shall be in all things performable and enforceable in Fort Worth, Tarrant County, Texas.
- 11.24 **Insurance:** In the event the Vendor, its employees, agents, or subcontractors enter premises occupied by or under the control of the UNTHSC in the performance of this order, Vendor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain workers compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of UNTHSC.
- 11.25 **Federal Funds:** All procurements of supplies, equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB)

Educational Institutions (even if part of a State or local government) follow: OMB
A-21 for cost principles
A-110 for administrative requirements, and
A-133 for audit requirements

<http://www.whitehouse.gov/omb/circulars/index-education.html>

Circulars: Educational and Non-Profit Institutions Documents

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

OMB Circular A110

<http://www.epls.gov/> Excluded Parties List (Debarred Bidders List)

All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document proposer certifies that proposer is in compliance with OMB A110 and that proposer is not on the Debarred Bidders List.

SUSPENSION, DEBARMENT, AND TERRORISM: PROPOSER CERTIFIES THAT THE PROPOSER AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT PROPOSER IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT PROPOSER IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT [HTTP://WWW.EPLS.GOV](http://www.epls.gov).

EXHIBIT A: EXECUTION OF OFFER

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER RFP #10-036-51141-CC

By signature on the Execution of Offer, the vendor hereby certifies that:

- A.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned proposes and agrees to furnish any or all commodities or services at the prices offered.
- A.2 The vendor has not given, offered to give, nor intends 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 the submitted proposal.
- A.3 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- A.4 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of this State 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.
- A.5 Pursuant to Section 2155.004 Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this RFP.
- A.6 Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- A.7 Pursuant to Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- A.8 The vendor shall defend, indemnify, and hold harmless UNTHSC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or vendor of vendor in the execution or performance of this contract.
- A.9 Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the State of Texas.
- A.10 Pursuant to Section 2254.033(a) Government Code, relating to contracting with an individual who is a former state employee. If Section 2254.033(a) applies, the individual will complete the following information in order for the proposal to be evaluated:

Nature of the previous employment with the agency or another state agency: _____

Date the employment was terminated: _____

Annual rate of compensation for the employment at the time of termination: _____

- A.11 Vendor certifies that it is in compliance with Section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the proposal to be evaluated:

Name of former executive:_____

Name of State agency:_____

Position with vendor:_____

Date of separation from State agency_____ Date of Employment with vendor:_____

- A.12 Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

- A.13 Vendor understands that acceptance of funds under any resulting contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.

- A.14 Compliance with Law and UNTHSC's Rules:

- a. Vendor is fully informed concerning and is in full compliance with its obligations, if any, under the following:
- (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended;
 - (2) Executive Order 11701, as amended;
 - (3) Executive Order 11246, as amended;
 - (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended;
 - (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and
 - (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.
- b. If any resulting contract requires the presence on UNTHSC's premises of Vendor's employees, agents, subcontractors or vendors, Vendor shall cause such parties to comply with all applicable rules of UNTHSC, including without limitation those relative to environmental quality, safety, and fire protection.

- A.15 Pursuant to Section 231.006 (c), Family Code, Proposal should include name and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Proposal. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List have satisfied this requirement. If not pre-registered, complete the following:

(Name) (Social Security Number)

(Name) (Social Security Number)

*By signing this proposal, vendor certifies that if a Texas address is shown as the address of the vendor, vendor qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

By signing this Execution of Offer form, respondent confirms that:

1. The above listed information is true and correct; and
2. The pricing proposal submitted by proposer is a true and valid offer to supply the services and/or commodities requested in this RFP.

PAYEE IDENTIFICATION NUMBER (PIN): _____

If PIN not known then provide:

Enter your Federal Employer's identification Number _____

Sole owner should also enter Social Security Number _____ - _____ - _____

PROPOSER/COMPANY: _____

SIGNATURE (INK): _____ DATE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ EMAIL: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX NO: _____

Check below if preference claimed under Rule 1 TAC 113.8

- () Supplies, materials, or equipment: produced in TX/offered by TX vendors*
- () Agricultural products grown in TX
- () Agricultural products offered by TX vendors*
- () USA produced supplies, materials, or equipment
- () Products of persons with mental or physical disabilities
- () Products made of recycled, remanufactured, or environmentally sensitive materials inc. recycled steel
- () Energy efficient products
- () Rubberized asphalt paving material
- () Recycled motor oil and lubricants
- () Products produced at facilities located on formerly contaminated property
- () Products and services from economically depressed or blighted areas

Addendum Checklist: Receipt is hereby acknowledged of the following addendum. (Initial if applicable.)

Addendum No. 1____; Addendum No. 2____; Addendum No. 3____; Addendum No. 4____

EXHIBIT B:
HUB SUBCONTRACTING PLAN

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

RFP #10-036-51141-CC

THE ATTACHED HUB SUBCONTRACTING PLAN (EXHIBIT B) MUST BE CORRECTLY FILLED OUT, SIGNED, AND RETURNED IN A SEPARATE CONTAINER THAN YOUR PROPOSAL AT THE APPOINTED DATE AND TIME.

Failure to return the **correctly completed and signed** HUB Subcontracting Plan at the appointed date and time shall disqualify your proposal.

Proposers are strongly encouraged to contact the **Assistant Director, HUB Administration - Sylvia Briones at 817-735-2684 or sbriones@hsc.unt.edu** to schedule a time for assistance in filling out the forms correctly.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____ Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	☐ - Yes ☐ - No*
_____	_____	%	\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

—

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

EXHIBIT C: QUALIFICATIONS AND PRICING

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER RFP #10-036-51141-CC

Vendor's Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Website URL: _____ Email: _____

State Comptroller Vendor Identification Number: _____

I. GENERAL

1. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.

II. HISTORY

1. Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture ☐

State of Incorporation: _____

2. In continuous business since: _____

If less than 5 years, list former name and owner: _____

Number of years experience: _____

Remarks (if required): _____

3. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Check box(es) corresponding to the nature of your business:

- ☐ Large Business (100 or more employees)
- ☐ Small Business (fewer than 100 employees)
- ☐ HUB Business
- ☐ Other (Define) _____

5. Has your organization ever defaulted or failed to complete any work awarded?

Yes ☐ No ☐

If yes, stipulate where and why: _____

III. EXPERIENCE

List three (3) references with different customers within the last 2 to 3 years (especially in an educational or State of Texas environment) your organization has supplied with CAFM implementation services. **NOTE: UNTHSC may not be listed as a reference.**

1. Name of Customer: _____

Customer Contact with Address and Telephone Number:

Name

Telephone Number

Address

2. Name of Customer: _____

Customer Contact with Address and Telephone Number:

Name

Telephone Number

Address

3. Name of Customer: _____

Customer Contact with Address and Telephone Number:

Name

Telephone Number

Address

IV. Project Team:

Attach your Project Organization Chart and résumés of individuals who would be assigned to this project including key leadership, account manager, etc.

V. Credit Rating:

Please provide information on the credit rating of your company or the credit rating of your parent company or guarantor, as issued by Moody's or Standard and Poor's that will be providing credit support for this transaction.

Credit Rating Agency: _____ Current Credit Rating: _____

State that you will provide a copy of your company's financial statements for the past two (2) years, if requested by UNTHSC.

VI. Qualifications:

Proposer may also submit statement as to why the organization believes its service would best meet the objectives of UNTHSC as well as any additional features, aspects, or advantages of the organization's services in any relevant area not covered elsewhere.

VII. Pricing:

By signing the attached Execution of Offer, **Exhibit A**, proposer confirms that it has received the request for proposals referenced above and also received Addendum(s) _____ and included its provisions in the Proposal. Proposer has carefully examined all of the specifications and requirements of this RFP and submits the following pricing proposal:

Project Cost

\$ _____
Pricing shall reflect the full Statement of Work defined herein

Proposer further agrees that:

1. An incomplete Proposal or one having additional information or other modifications inscribed thereon, may be cause for rejection of the entire Proposal.
2. This Proposal is valid and will be honored for a period of **90 days** following the proposal opening.

Appendix 1

UNTHSC LAYER STANDARDS FOR ARCHITECTURAL PLANS

LAYER NAME	DESCRIPTION
0	
1	ELECTRICAL
1-COMM-TRAY	CABLE TRAYS
1-POWER CIRCUIT #	ELECTRICAL HOME RUNS
1-POWER PLAN	
1-SECURITY	
12-FIRE ALARM	
12-FIRE EXTINGUISHERS	
13	STRUCTURAL WALLS
13-LOAD BEARING WALLS	
10	OLD DATA/TELEPHONE
15	DATA/TELEPHONE
2	LIGHTING FIXTURES
2-LIGHTING CIRCUIT #	
2-LIGHTING PLAN	
3	PLUMBING
3-PLUMB FIXTURES	
3-PLUMB RISER	
5	MECHANICAL
5-CHW RISER	
5- CW RISER	
5-DUCT RISER	
5-EXHAUST	
5-FLUE RISER	
5-HOTWATER COIL	
5-MECHANICAL	
5-RETURN AIR	
5-SUPPLY AIR	
5-THERMOSTATS	
5-VAV	
51-SPRINKLER PIPING	
51-SPRINKLERS	HEADS ONLY
6-CEIL GRID	LAY-IN CEILING GRID
6-CEIL STRUCTURE	CONCRETE JOISTS & REAMS
7	NON-STRUCTURAL WALLS
7 TOILET	TOILET PARTITIONS, ETC
8-CASEWORK	
8-FUME HOOD	
8-FURNITURE	
8-LAB EQUIPMENT	

Appendix 1

UNTHSC LAYER STANDARDS FOR ARCHITECTURAL PLANS

8-STERILIZER	
9	ROOM #'S
9-TEXT	TTITLE BLOCK TEXT
AREA	
DIMS	ROOM DIMENSIONS
MISC LAYERS	
5-DUCTWORK	
5 FEM-DISPOSAL	
5 PT DISPOSAL	
5 PT DISPENSER	
5 T SEAT-DISPENSER	
9-SPECIFICATIONS	FINSIH OUT INFO, E.G. (PAINT COLOR, CARPET COLOR, BASE COLOR, ETC)
STRUCTURE	STRUCTURAL REFLECTED CEILING
AREA CUSTODIAL	PUBLIC SPACES & HALLS
4	BORDERS FOR PRINTED PLANS
3-PIPING	PLUMBING PIPING