



REQUEST FOR PROPOSAL

**RFP No. 720-2311
Disaster and Emergency Recovery Services**

Proposal Submittal Deadline: Friday, March 15, 2023 at 2:30 PM CST

The University of Texas System
Office of Risk Management

Prepared By:
Ben Kalenak
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
bkalenak@utsystem.edu
February 15, 2023

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

SECTION 2: NOTICE TO PROPOSER..... 3

SECTION 3: SUBMISSION OF PROPOSAL..... 7

SECTION 4: TERMS AND CONDITIONS..... 8

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS 8

SECTION 6: PRICING AND DELIVERY SCHEDULE..... 14

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE AGREEMENT
- APPENDIX THREE: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of almost 243,000 students, the UT System is one of the nation’s largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 67,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than half of the state’s medical degrees. Almost half of all undergraduate degrees are awarded to students who qualify for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. According to Georgetown University’s Center on Education and the Workforce, a UT degree’s return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 22,000 faculty – including Nobel laureates and members of National Academies – and 93,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler in 2023. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 10.6 million outpatient visits and over 2 million hospital days in 2021.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world’s most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 13 UT institutions exceeds \$3.5 billion annually, the most in Texas, and the UT System is No. 1 in Texas and No. 2 in the nation in federal research expenditures among public higher education systems.

1.2 Background and Special Circumstances

UT System and its thirteen (13) Institutions operate in a highly competitive academic, research, and healthcare environment. Loss of critical functions, unplanned shutdowns, or delayed restoration of operations could have a significant adverse impact on UT System and the Institutions. If an initial damage assessment after a loss resulting from fire, flood, wind, or other peril reveals conditions that will require restoration and recovery efforts that are beyond UT System’s and the Institutions’ abilities, contractual agreements with qualified and experienced companies may be necessary. By participating in this RFP, proposer(s) (collectively, “Proposer”) agrees to extend all goods, services and pricing to UT System Administration and any UT System Institution (collectively, “Institutional Participants”) that wishes to participate in any contract entered into with Proposer. UT SYSTEM DOES NOT REPRESENT, WARRANT OR GUARANTY

THAT UT SYSTEM WILL PROCURE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES UNDER ANY AGREEMENT RESULTING FROM THIS RFP, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES.

NOTICE TO PROSPECTIVE PROPOSERS: The 87th Texas Legislature has created a new requirement under the Department of Information Resources (DIR) relating to any vendor who stores or maintains state/higher education data on cloud computing services. Effective 1/1/2022 any vendor/entity that contracts with *and* who uses cloud computing services must complete this TX-RAMP certification program through the State of Texas DIR. Be aware that by responding to this solicitation, if applicable, Proposers will be required to obtain additional certifications in order to contract for services. The TX-RAMP certification program is managed and operated by DIR. For more information about this certification program, including where to find the listing of those vendors already approved, please visit: <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>.

1.3 Objective of Request for Proposal

The University of Texas System (**University**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**) including, but not limited to: (1) project management, (2) fire, smoke and water damage recovery including build back, (3) moisture control, (4) heating, ventilation and air conditioning (“**HVAC**”) decontamination and cleaning, (5) microbial remediation, (6) telecommunications recovery, (7) electronics restoration, (8) media recovery, (9) documents, books and vital records recovery, (10) equipment recovery, and (11) training.

Because time is of the essence when dealing with disaster recovery, UT System encourages proposals that demonstrate an ability to deliver immediate and comprehensive disaster restoration and recovery services. Proposals to deliver the services on a regional basis to UT System institutions in geographic proximity will be considered. Proposals should also demonstrate an ability to deliver the services in accordance with all Federal Emergency Management Agency (“**FEMA**”) and insurance company requirements, to maximize eligibility for assistance from FEMA and recovery through insurance claims and reimbursement of expenses.

1.4 Group Purchase Authority

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

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until 2:30 p.m., Central Standard Time (CST) on **Friday, March 15, 2023 (Submittal Deadline)**.

NOTE: A public opening of responses will not be conducted for this RFP.

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP via Bonfire portal.

*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 **February 23, 2023 (Question Deadline)**, or (ii) if questions relate to *Historically Underutilized Businesses*, in accordance with **Section 2.5**.*

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

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

2.3.1.1 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.

2.3.2 Scored Criteria

The intent of University is to award a contract to the vendor whose proposal is considered to be the best value to the State.

Best Value Criteria		RFP Specific Criteria	Weight
1	Cost of goods and services	Cost	10%
2	Total long-term cost to the University of acquiring the Proposer's goods or services		
3	Reputation of the Proposer and of the Proposer's goods or services	Company Profile and Business Reputation	25%
4	Proposer's past relationship with the University		
5	Quality of the Proposer's goods or services	Project Approach	40%
6	Extent to which the goods or services meet the University's needs		
7	Any other relevant factors that a private business entity would consider in selecting a vendor	General Information	15%
		Coordination with FEMA and Insurance Companies	10%

When considering 'best value' and award, the University reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

2.4 Key Events Schedule

Date RFP Issued	February 15, 2023
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	February 22, 2023
Question Deadline (ref. Section 2.2 of this RFP)	February 23, 2023 @ 5:00 p.m. CST
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Friday, March 15, 2023

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to utilize historically underutilized businesses (each a **HUB**) in contracts. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies and state universities. Pursuant to the HUB program, if a Contractor plans to subcontract any Work under the terms of any agreement or contractual arrangement *resulting from* this RFP, then the Contractor must make a good faith effort to utilize HUBs certified by the State of Texas. Proposals that fail to comply with the requirements contained in the HUB

Subcontracting Plan (HSP) referred to in section 2.5.3 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 Work by Proposer is subject to review by University to ensure compliance with the HUB program.

- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB subcontracting participation goal for this RFP is **26% of the expected value of the Proposer's entire proposal.**
- 2.5.3 A HUB Subcontracting Plan (HSP) is **required** as part of, *but submitted separately from*, Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

Each Proposer, whether HUB certified or not, and whether self-performing or planning to subcontract, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Proposer will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

Instructions on Completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most current HUB Subcontracting Plan (HSP) / Exhibit H form for use with this RFP. Proposer will find on the HUB Forms webpage a link to "Guide to Selecting the Appropriate HSP Option". **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select from the **five (5) Options** available, the Option that is most applicable to Proposer's subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. **Each Option is accompanied by an HSP Completion Guide.** If Proposer has any questions

regarding which Option to use, *Proposer shall contact the HUB Coordinator listed in Section 2.5.3.*

Proposer must complete the HSP, then print, sign (electronic signatures are acceptable) and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal** no later than the proposal submittal deadline date and time.

Each Proposer's HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer's failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** will result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the Bonfire Portal. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.**

- 2.5.4 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** of this RFP) 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 2.5.3.**

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at **11:00 a.m.**, Central Time (**CST**) on **Wednesday, February 22, 2023**. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Potential respondents must RSVP via the following link to receive the pre-proposal conference details:

[Meeting link](https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch_Mj_w,pRaOLZWXCkasnL4ceuKabg,kupbFFRNXU67Yb_xuyky7Q,nmRlbOjE2Eu9hjr9PbmxJw,BJjnSmsujUWUPc1YdPhHpw,YdwowczERE2RJEx-uGMp-Q?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff)

https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch_Mj_w,pRaOLZWXCkasnL4ceuKabg,kupbFFRNXU67Yb_xuyky7Q,nmRlbOjE2Eu9hjr9PbmxJw,BJjnSmsujUWUPc1YdPhHpw,YdwowczERE2RJEx-uGMp-Q?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) via University Bonfire portal.

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

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

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

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

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

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

3.4 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:

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

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

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

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

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

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

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 redlined version of **APPENDIX TWO** and a detailed list of reasons for the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

Multiple Awards: University reserves the right to make multiple awards against this RFP.

Disclosure of Existing Agreement: University has existing service agreements with Cotton Commercial USA and BMS CAT, which are scheduled to expire June 2023.

5.2 Intentionally Omitted

5.3 Additional Submittals Specific to this RFP

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

5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer will submit a redlined version of **APPENDIX TWO** and a detailed list of reasons for the exceptions as part of its proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) 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 FIVE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.4 Scope of Work

A. Covered Services

1. Contractor must, at the request of any Participating Institution, perform Covered Services to include but are not limited to: project management; fire, smoke and water damage recovery including build back; moisture control; heating ventilation and air conditioning (HVAC) decontamination and cleaning; microbial remediation; telecommunications recovery; electronics restoration; media recovery; documents, books and vital records recovery; equipment recovery; and training. In association with these services, Contractor shall prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws. **At the completion of work, Contractor must also provide Requesting Institution with a comprehensive final report with detailed**

information that summarizes all Covered Services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.

2. Contractor must furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this **Section 5.4**.
3. Contractor must provide general instructional services at no additional cost to the Requesting Institutions regarding disaster planning, restoration and recovery with respect to the Covered Services.
4. Contractor must, at Contractor's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of Covered Services. If leaks or spills, including leaks or spills of hazardous substances, occur at UT System or a Requesting Institution which are not in connection with Contractor's performance of Covered Services, response to the leak or spill may be added as a Covered Service under the procedures provided in **Section 5.4**.

B. Service Requirements

1. Contractor must perform all Covered Services on an "open order" basis as requests for service are received from UT System or each Requesting Institution, pursuant to the requirements of any specific instructions of UT System or the Requesting Institution.
2. To request services, UT System or each Requesting Institution's Coordinator, or his / her designee, shall initiate an order by calling and notifying the Contractor's 24-hour emergency response number and identify the general scope, location and nature of services requested. Within one (1) hour of notice, the Contractor's project manager shall contact UT System or the Requesting Institution's Coordinator, or his / her designee, to make a preliminary assessment of services required. After the preliminary assessment is made, Contractor will initiate response and be fully mobilized and on-site within twenty-four (24) hours of notice.
3. Contractor must perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of UT System or each Requesting Institution. Contractor must use its best efforts to cooperate and coordinate with UT System or / and each Requesting Institution's personnel and other Contractors who may be providing contemporaneous services.
4. Contractor must perform Covered Services at locations designated by UT System or each Requesting Institution's Coordinator.

C. Review and Approval of Services

1. All services performed by Contractor must be subject to the review and approval of the University Coordinator and the Requesting Institution Coordinator for the affected Institution.
2. The Requesting Institution Coordinator must decide all questions that may arise as to Contractor's obligations hereunder at the particular Institution. The determination of the Institution Coordinator shall be final and conclusive as to all questions that arise with respect to that Institution and the determination of the University Coordinator shall be final and conclusive as to all questions that arise with respect to University.

5.5 Additional Questions Specific to this RFP

Note: Requests for documents must be uploaded as Additional Documents in Bonfire and referenced by file name in the response to the questionnaire.

Company Profile and Business Reputation (25%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

Customer name and address;
Contact name with email address and phone number;
Time period in which work was performed;
Short description of work performed.

2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
3. Provide summary resumes for proposed project team members, including without limitation the team members' specific experiences with similar projects, number of years with Proposer, qualifications and education.
4. Describe experience and qualifications for all Proposer's subcontractors, including but not limited to transporters and storage facilities.
5. Provide a copy of all of Proposer's current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Proposer to perform the Services including, but not limited to licenses, registrations or certifications allowing Proposer to engage in disaster restoration and recovery services within Texas.
6. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain the impact both in organizational and directional terms.
7. Provide any details of all past or pending litigation or claims filed against Proposer that would affect Proposer's performance under a contract with UT System.
8. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances and prospects for resolution.
9. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship, between Proposer and any employee of UT System or an Institution? If yes, please explain.

10. Provide a list of all projects completed in the last three (3) years and a reference for each project with Covered Services similar in type and scope to those needed by the Institutions. The reference list should include, company name and address, contact person, telephone number, project description, size and cost, length of business relationship and background of project (year of project, summary of work performed, etc.).

Project Approach (40%)

11. For each type of disaster restoration and recovery service identified in this **Section 5**, provide a detailed description of Proposer’s procedures for providing Services, including the estimated time to respond to requests for Service from time notice is received by Proposer to receipt of Service by UT System or Requesting Institution.
12. Describe the types and frequency of reports or other written documents Proposer will provide to UT System or / and Requesting Institutions, if any. Include samples of reports and documents if appropriate.
13. Describe Proposer's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.
14. Describe Proposer's quality assurance program, including a description of Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
15. What difficulties does Proposer anticipate in serving UT System and Requesting Institutions, and how does Proposer plan to manage those difficulties? What assistance will Proposer require from UT System or Requesting Institutions?
16. Provide a statement of the Proposer’s project approach, any unique benefits Proposer offers UT System or Requesting Institutions, and any other information Proposer desires UT System and Requesting Institutions to consider in connection with its proposal. Briefly address each of the Services.
17. Provide information to assist UT System and Requesting Institutions in assessing the soundness of Proposer’s approach to providing disaster restoration and recovery services, including but not limited to examples and approaches that allow the participation of UT System and Requesting Institution personnel and other potential cost saving approaches.

General Information (15%)

18. Provide a detailed summary of Proposer’s federal and state regulatory compliance history for the past five (5) years, including without limitation, copies of all inspection reports, notices of violations, administrative actions, settlement documentation and other similar reports, actions and documentation prepared by or for, or entered into with any regulatory agency. UT System also reserves the right to review, directly or through its agents, Proposer’s regulatory history, and other relevant information.
19. Provide approximate total contract values and number of contracts for the Services provided by Proposer during the 2022 calendar year in the following categories:

<u>CATEGORY</u>	APPROXIMATE VALUE/ # CONTRACTS
Project Management	_____
Fire, Smoke and Water Damage Recovery	_____

Moisture Control	_____
HVAC Decontamination and Cleaning	_____
Microbial Remediation	_____
Telecommunications Recovery	_____
Electronics Restoration	_____
Media Recovery	_____
Documents, Books and Vital Records Recovery	_____
Equipment Recovery	_____
Training	_____

20. Describe Proposer’s ability to provide quality service to UT System and each of Requesting Institutions, including without limitation those Requesting Institutions located in West Texas, South Texas and Northeast Texas.
21. Provide information to assist UT System and the Institutions in assessing Proposer’s knowledge of current and developing issues related to providing Covered Services, as well as issues related to other fields that may be applicable to UT System and its Institutions.
22. Provide a list of any goods or services not specified in this RFP that Proposer will provide to UT System or Requesting Institutions and any related costs of such goods and services to UT System or the Institutions. **Do not provide cost information in this Section. Include it as Proposer’s response to Section 6.**

Coordination with FEMA and Insurance Companies (10%)

23. Provide details regarding how Proposer will maintain daily activity reports, inventory and equipment logs, and labor details and how Proposer will submit invoices so that claim recovery through FEMA or insurance companies will be maximized.
24. Provide details regarding how many projects the Proposer has been involved in within the last three (3) years where FEMA was involved regarding reimbursements.
25. Provide details regarding Proposer’s experience with cost control measures and methods for assuring the costs do not exceed that allowed by FEMA.
26. Provide details regarding any FEMA disputes on those projects worked within the last three (3) years and describe the dispute as it relates to; any mediation, arbitration or other dispute resolution processes.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Name)

To: The University of Texas System

RFP No.: 720-2311 - Disaster and Emergency Recovery Services

To Whom It May Concern:

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

6.1 Term of Agreement

University anticipates that the term of the Agreement may be up to five years with the initial term of the Agreement proposed to begin on _____, 2023, and proposed to expire on _____, 2026. University may elect to renew the Agreement for up to one (1) additional two (2) year term.

Note: University will consider increases the rates set out in Section 6 of this RFP at time of renewal to reflect any increased cost of providing such services; provided, however, that any increase in the rate for any particular service shall not exceed five percent (5%). Notwithstanding the foregoing, Contractor may increase the rate for any particular service by more than five percent (5%) if the Contractor can demonstrate to the University Coordinator's satisfaction that the cost of providing the service has increased by more than five percent (5%). Any such increase shall reflect Contractor's increased costs.

6.2 Pricing for Work and Expenses (10%)

A. Labor

Operations Personnel Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of the Contractor or temporary hires employed directly by the Contractor or secured through a labor service Rates stated below are per person per hour.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
General Cleaning Laborer	_____
Clerical	_____
General Restoration Supervisor / Technician	_____
Resource Coordinator	_____
Project Accountant	_____
Assistant Superintendent	_____
Electronics Restoration Supervisor/Technician	_____
Industrial Corrosion Control Supervisor/Technician	_____
Documents Recovery Specialist	_____
Superintendent	_____

Project Manager	_____
Health and Safety Officer	_____
Certified Industrial Hygienist	_____
Technical Consultants / Engineers	_____

B. Equipment

1. Equipment Rates: Contractor-Owned Equipment

These rates apply to equipment that is owned by the Contractor and utilized in the performance of Covered Services (whether supplied from the Contractor's inventory or specially purchased by the Contractor for performance of Covered Services).

<u>CLASSIFICATION</u>	<u>DAILY RATE</u>	<u>MONTHLY RATE</u>
Air Compressor	_____	_____
Air Mover / Carpet Dryer	_____	_____
Boroscope	_____	_____
EDP - Tool Set	_____	_____
EDP - High Pressure Sprayer	_____	_____
EDP - Instrument Drying Oven	_____	_____
Foamer	_____	_____
Fogger - Spray Mist	_____	_____
Fogger - Thermo-Gen	_____	_____
Generator- Less than 10 Kilowatt	_____	_____
HEPA Air Filtration Unit - 2000 CFM	_____	_____
HVAC - Air Tool Kit	_____	_____
HVAC - Cutting / Spray Kit	_____	_____
HVAC - Duct Auger	_____	_____
HVAC - Duct Sweeper	_____	_____
Hygrothermograph – Recording	_____	_____
Dry Clean Machine	_____	_____
Lights - Quartz Demolition	_____	_____
Moisture Meter –		
Penetrating or Non-Penetrating	_____	_____
Negative Air Machine	_____	_____
Ozone Generator	_____	_____
Radio Personnel Communication	_____	_____
Refrigerant Dehumidification Unit -		
One (1) Ton	_____	_____
Refrigerant Dehumidification Unit -		
Three (3) Ton	_____	_____
Sprayer- Industrial Airless	_____	_____
Water Extraction System	_____	_____
Thermohygrometer	_____	_____
Trailer 40 ft Storage	_____	_____
Trailer - Refrigerated 40 ft. Storage	_____	_____
<u>CLASSIFICATION</u>	<u>DAILY RATE</u>	<u>MONTHLY RATE</u>

Trailer – Utility	_____	_____
Truck – Box	_____	_____
Ultrasonic Decontamination Vat - 500 Watt	_____	_____
Vacuum-Barrel	_____	_____
Vacuum Commercial Canister	_____	_____
Vacuum - EDP Anti-static	_____	_____
Vacuum - HEPA	_____	_____
Vacuum - MV II	_____	_____
Vacuum - Upright	_____	_____
Van - Cargo / Passenger	_____	_____
Washer - High Pressure	_____	_____

- a. The daily rate must be charged for each calendar day or portion thereof during which the equipment is utilized to perform the Services, regardless of the number of shifts on which the equipment is used during the day.
- b. The monthly rate represents the maximum rate that will be charged for any item of equipment in any one (1) month. For purposes of applying this rate, periods will begin on the day the work was started (i.e., if the work began on July 5 the end of the month would be August 4 - the monthly period would be from the 5th day of the current month to the 4th day of the month next following).
- c. During the course of performance of the Services, Contractor may add additional equipment to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

2. Equipment rented by Contractor

The rental rate for any items of equipment which Contractor rents from third party vendors specifically for use in performing the Services shall be at Contractor’s expense. Rental of any items of equipment which Contractor rents from third party vendors must have the prior written approval of the Requesting Institution Coordinator.

C. Materials

1. Material Rates

<u>CLASSIFICATION</u>	<u>RATE PER UNIT</u>
Anti-Microbial’ Sealer	_____
Applicators – 6” Cotton	_____
Biocides / Disinfectants	_____
Box - Book	_____
Box - Dish	_____
Box - Freeze Dry	_____
Brush - Wire Grout	_____
Carpet Deodorizer	_____
Cartridge - Respirator	_____
Coil Cleaner	_____
Cotton Cleaning Cloths	_____

Desiccant 25	_____
Desudser	_____
Dry Solvent Stain Remover	_____
EDP - Corrosion Control Lubricant	_____
EDP - VCI Device	_____
Emulsifier - Powder	_____
Emulsifier - Liquid	_____
Expert Formula 828 Concentrate	_____
Filter - Fine Dust Kit	_____
Fireman's Friend Abrasive Compound	_____
Furniture Blocks	_____
Furniture Pads	_____
Furniture Polish	_____
Glass Cleaner	_____
Gloves – Cotton	_____
Gloves – Latex	_____
Gloves – Leather	_____
Gloves - Nimble Finger (N-Dex)	_____
Goggles	_____
Hexathane (MS, CS, or LO)	_____ / 1 oz.
Lemon Oil	_____ / 1 oz.
Lin-Aire Liquid Spray Concentrate	_____ / 1 oz.
Lin-Aire Odor Absorption Gel	_____ / 1 oz.
Lin-Set D-1	_____
Lin-Set Duct Seal	_____
Mop Heads	_____
Odromatic	_____
Paper - Corrugated	_____
Paper - Craft	_____

<u>CLASSIFICATION</u>	<u>RATE PER UNIT</u>
Pigmented Sealer	_____
Polishing Pads	_____
Polyester Fitter Material	_____
Polyethylene Sheeting (8' x 200' roll; 2-4 mil)	_____
Polyethylene Sheeting (20' x 100' roll; 6 mil)	_____
Pump - Barrel Syphon	_____
Reodorant (chemical additive used to restore an odor)	_____

Restoration Sponge	_____
Safety Glasses	_____
Shrink Wrap	_____
Stainless Steel Polish	_____
Steamat~A~Fog	_____
Steel Wool	_____
Suit – Tyvek	_____
Tape – Boxing	_____
Tape – Duct	_____
Tape – Masking	_____
Thermo Fog Spray	_____
Trash Bags – Disposable	_____
Vinyl & Leather Conditioner	_____
Shovel	_____
Ladder	_____
Extension Cord	_____
Demolition Cart	_____

2. Additional Provisions

- a. The foregoing prices must be applied to all materials on the schedules above which are utilized in the performance of the Services, whether shipped to the site from Contractor’s inventory, shipped directly to the site from Contractor’s sources, or purchased locally by Contractor from either an affiliated or non-affiliated entity.
- b. During the course of performance of the Services, Contractor may add additional materials to the schedule above at rates approved in writing, in advance of the performance of the Services, by the Requesting Institution Coordinator.

D. Document Recovery Services (including Freeze Drying)

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Sift, and / or Hazardous Materials.

Provide price range per cubic foot: \$_____ - \$_____.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

E. Telecommunications, Electronics, Media and Equipment Recovery Services

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Sift, and/or Hazardous Materials

Provide price range per cubic foot: \$_____ - \$_____.

The above rates represent the charges for document recovery only. Labor, equipment, and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

F. Water Damage Recovery and Moisture Control Services (including, but not limited to: Desiccant Dehumidification, HVAC Decontamination and Cleaning, Microbial Remediation)

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors

Provide price range per square foot: \$_____ - \$_____.

The above rates represent the charges for water damage recovery and moisture control services only. Labor, equipment and materials costs incurred in connection with this type of the Service will be billed in accordance with the appropriate schedules and provisions contained in Master Agreement resulting from this RFP.

G. Fire and Smoke Damage Recovery Services

Specific costs will be determined per job order, based on the factors relevant to each job.

These factors include, but are not limited to:

- Nature of Damage
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors

Provide price range per square foot: \$_____ - \$_____.

The above rates represent the charges for fire and smoke damage recovery services only. Labor, equipment and materials costs incurred in connection with this type of Covered Service will be billed in accordance with the appropriate schedules and provisions contained in in Master Agreement resulting from this RFP.

University will reimburse, without mark-up, reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Work and *approved by University in advance*. Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to University receipts, invoices, and other documentation requested by University.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*), without the prior written approval of University.

6.2 Discounts

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

6.3 INTENTIONALLY OMITTED

6.4 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence Work from the execution of the services agreement:

_____ Calendar Days

6.5 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“ACH”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’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](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), 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**

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION..... 1

SECTION 2: EXECUTION OF OFFER 4

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE 7

SECTION 4: ADDENDA CHECKLIST 9

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 Work to be performed, the detailed requirements of Work to be provided, and the conditions under which Work is 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](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor 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 the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

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 2.5**. University will not accept proposals submitted by email, 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](#) and [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 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), 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.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
 - 2.1.16 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies 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 verification is inaccurate.

- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. 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](#), 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](#), 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](#), 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](#)).
 - 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](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 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](#), 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](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.14. Proposer Certification Relating to Critical Infrastructure. Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer's or its parent company's securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.15 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.: 720-2311 - Disaster and Emergency Recovery Services

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 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

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

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which Work would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 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 Name)

To: The University of Texas System

Ref.: Disaster and Emergency Recovery Services

RFP No.: 720-2311

To Whom It May Concern:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

**CERTIFICATE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](https://www.ethics.state.tx.us/data/forms/1295/1295.pdf), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			