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RFP 720-1802 Custodial Services

Open Date: 10/26/17 02:30 PM

Agency Requisition Number: 720-1802

NOTE: You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

-Package 1 size: 473194 (in bytes) Type: Specification Format: (ASCII Plain Text)

-Package 2 size: 69140 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)

-Package 3 size: 183760 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

-Package 4 size: 3083410 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

Agency: UNIVERSITY OF TEXAS SYSTEM (720)

Open Date: 10/26/17 02:30 PM

Agency Requisition Number: 720-1802

Previous Price Paid: N/A

Solicitation type: 14 Days or more for entire solicitation package

NIGP Commodity Code(s):

Class-Item: 910 - 39

Contact Information:

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Upload Date: 2017-10-06 06:59:04.343 Updated date: 2017-10-06 06:59:04.343

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REQUEST FOR PROPOSAL

RFP No. 720-1802 Custodial Services

Proposal Submittal Deadline: Thursday, October 26th, 2017 at 2:30 PM CST

The University of Texas System
Facilities Management

Prepared By:
Darya Vienne
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
dvienne@utsystem.edu
October 6th, 2017

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System (“**UT System**” and “**University**”) has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation’s largest systems of higher education, with 14 institutions that educate more than 217,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 70,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and third in the nation in federal research expenditures. In addition, the UT System is home to three (3) of the nation’s National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research.

Chancellor William H. McRaven’s ambitious vision for the UT System includes eight “Quantum Leaps,” that address many of the most significant challenges of our time, including building the nation’s next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education’s role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in the fall of 2015. And UT is the only system of higher education in the nation establishing not one (1), but two (2) new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue do so thanks to our generous donors and the leadership of the Chancellor, the Board of Regents and UT presidents.

1.2 Background and Special Circumstances

The UT System is headquartered in downtown Austin (“**UT System complex**”) and consists of one (1) high rise office building, totaling approximately 309,041 gross square feet, excluding non-air-conditioned parking garage area. In addition to the UT System Complex, UT System also maintains the System Police Academy on Bee Caves Rd. southwest of Austin, totaling approximately 6,551 gross square feet:

- a) Classroom/Office Facility – 1,405 square feet;
- b) Cadet Break Area – 960 square feet;
- c) Firing Range Office – 168 square feet;
- d) PT Building Restroom – 128 square feet;
- e) Milo Facility – 1,920 square feet;
- f) Cadet Shower Facility – 1,530 square feet;
- g) Restroom Facility – 440 square feet.

The following unfinished spaces will be cleaned as they become occupied by tenants. Proposer must provide pricing in **Section 6.1.B** of this RFP.

Pricing #1:	Lease Area 17.000 – 7,493 square feet
Pricing #2:	Lease Area 17.100 – 18,055 square feet
Pricing #3:	Lease Area 18.101 – 29,737 square feet
Pricing #4:	Lease Area 19.501 – 15,045 square feet

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1802 (this “**RFP**”), from qualified vendors to provide custodial services (the “**Services**”) more specifically described in **Section 5** of this RFP, including, but not limited to (1) nightly cleaning throughout the buildings; (2) specific weekly and bi-weekly cleanings; (3) specific bi-yearly cleanings; (4) four (4) staff people during daily hours providing porter and other services.

UT System Complex will be primarily occupied by UT System staff. Floors 11 through 16 are exclusively UT System floors. A small portion of the 19th floor (the Commons) is a UT System exclusive area while another area is a gym for the use of UT System and tenants. The 1st floor is a public reception area and includes some UT System conference rooms that will also be available to tenants. It also includes exclusive UT System spaces related to the loading dock and mail room, etc. The 2nd floor is a split use floor with much of it exclusive to UT System use. The exception is the lobby area and a large conference room that will be available to tenants.

The remaining floors, 17-18 and partial of 19, are available for lease. Finally, there are two (2) commercial business areas on the 1st floor. On the west side is the University Federal Credit Union. This space is not included in this scope. The east side is currently not leased. It is currently not intended to be included in this scope of work.

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 fourteen (14) 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 submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Thursday, October 26th, 2017 (the “**Submittal Deadline**”).

2.2 University Contact Person

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

Darya Vienne
Email: dvienne@utsystem.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Friday, October 13th, 2017. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- A. Cost (30%);
- B. Vendor Experience (15%);
- C. Project Approach (20%);
- D. Operating Methodology and Practices (35%).

2.4 Key Events Schedule

Issuance of RFP	October 6 th , 2017
MANDATORY Pre-Proposal Site Visit (ref. Section 2.6 of this RFP)	8:30 a.m. CST to 12 p.m. CST on October 12 th , 2017.
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	2:30 p.m. CST on Friday, October 13 th , 2017.
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Thursday, October 26 th , 2017

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.

- 2.5.3 A HUB Subcontracting Plan (“HSP”) is a 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 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

Contractor will not be permitted to change its HSP 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.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University on **Thursday, October 26th, 2017** at 2:30 PM CST (ref. **Section 3.2** of this RFP.) to the email address below:

HSP Submittal Email: utadminHSP@utsystem.edu

Proposer must include the following information in the email submission:

Subject Line: RFP 720-1802, Custodial Services, Proposal due date: **Thursday, October 26th, 2017 at 2:30 PM CST**, HUB Subcontracting Plan.

Body: Proposer company name and the name and contact information of the person who prepared the HSP.

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / **Exhibit H** form for use with this Request for Proposal. Proposer shall select, from the four (4) 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. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

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

University will send an email confirmation to each Proposer upon receipt of the Proposer's HSP. 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 email address noted above** may result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal may be returned to the Proposer unopened (ref. **Section 1.5 of Appendix One** to this RFP). **Note:** The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

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 HSP Submittal email address noted above. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.6 Pre-Proposal Site Visit

UT System will hold a mandatory pre-proposal site visit at 8:30 a.m. Central Time on Thursday, October 12th, 2017. Proposers will meet at The UT System Complex Building – Lobby Area. Proposers may park in the UT System Complex Building Garage (ref. **APPENDIX THREE**). Mandatory pre-proposal site visit will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP. **Proposers who will attend the site visit must RSVP no later than noon October 11th, 2017.** Email Darya Vienne at dvienne@utsystem.edu to RSVP for mandatory pre-proposal site visit. Proposers must attend mandatory pre-proposal site visit in order to submit the Proposal.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

OPTION 1: Proposer must submit:

- A. Six (6) complete paper copies of its *entire* proposal.

One paper copy of the proposal should contain the mark "original" on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

In addition, Proposer must submit one (1) complete electronic copy of the proposal in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

3.2 Submission

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

The University of Texas System Administration
210 West 7th Street
Austin, Texas 78701-2982
Attn: Darya Vienne

NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

3.3 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.

3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref.

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

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Sample Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP).

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 redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.2.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for two (2) additional one (1) year renewal periods, upon mutual written agreement of both parties.

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.

Disclosure of Existing Agreement: University has an existing custodial service agreement with Marcis & Associates, which is scheduled to expire February 28, 2018.

5.2 Additional Questions Specific to this RFP

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

5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline **APPENDIX TWO** and include **APPENDIX TWO** 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.

5.2.2 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 FOUR**. *Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.3 Scope of Work

NOTE: The Services described in this RFP must start on March 1, 2018.

Contractor will provide the following services outlined below to UT System and must supply the proper equipment and routine supplies to perform all of the described work:

5.3.1 Nightly cleaning – office areas. Specifics include:

- A. All trash receptacles emptied, trash removed to collection point (liners to be furnished by Contractor).
- B. Separate recyclable material from trash and place at collection point.

1. All recycled paper receptacles emptied, paper removed to collection point.
 2. Separate non-paper recyclable material from paper recycling containers, remove to collection point.
- C. Clean and polish sinks.
 - D. Remove fingerprints and spills from tables and countertops.
 - E. Dust all horizontal surfaces of file cabinets, chairs, tables and furniture (but do not disturb work product left on work surfaces, papers / files / etc.).
 - F. Vacuum all carpeted areas. Spot clean carpet to remove spills and soil.
 - G. Dust mop surface floors.
 - H. Damp mop hard surface floors.
 - I. Clean and polish interior and exterior of entrance (lobby) glass doors.
 - J. Spot clean office, huddle room, phone room, and conference room glass walls as well as workstation partition glass, thoroughly clean as needed.
- 5.3.2 Nightly cleaning – restrooms, locker rooms and Wellness Center. Specifics include:
- A. Stock paper towels, tampons, sanitary napkins, toilet tissue and hand soap (to be furnished by Contractor).
 - B. Empty sanitary napkins receptacles and damp wipe with disinfectant.
 - C. Check deodorizers and replace as needed (to be furnished by Contractor).
 - D. Empty trash receptacles and damp wipe with disinfectant (liners to be furnished by Contractor).
 - E. Clean and polish mirrors.
 - F. Wipe towel cabinet covers.
 - G. Toilets and urinals to be cleaned and sanitized inside and out. Clean vertical and horizontal tile surfaces around toilets and urinals. Polish all bright work. Check urinal cakes and replace as needed.
 - H. Toilet seats to be cleaned and sanitized on both sides.
 - I. Rotate and clean mats under urinals.
 - J. Scour and sanitize all basins. Polish bright work.
 - K. Clean counter tops.
 - L. Dust partitions, tops of mirrors and frames.
 - M. Remove fingerprints and marks from doors and restroom walls.
 - N. Wet mop and rinse restroom and shower floors with disinfectant.

- O. Clean shower walls and disinfect, polish bright work.
- P. Clean bench seats in gym shower areas and disinfect.

5.3.3 Nightly cleaning – kitchens, break rooms and coffee bars

- A. All trash receptacles emptied, trash removed to collection point. (Liners to be furnished by Contractor).
- B. Separate recyclable material from trash and place at collection points.
- C. All single stream recycling receptacles emptied, content removed to collection point (Liners to be furnished by Contractor).
- D. Clean and polish water coolers.
- E. Clean and polish sinks.
- F. Thoroughly clean counters and coffee bars taking care to remove spills and fingerprints.
- G. Thoroughly clean tables and chairs taking care to remove spills and fingerprints.
- H. Wipe exterior of appliances and vending machines. Use soapy water with water rinse to clean interior of microwave ovens.
- I. Sweep or vacuum hard surface floors.
- J. Mop hard surface floors to remove spills and soil.
- K. Load and start dishwashers in kitchens on Floors 11 through 16 and Floor 19.

5.3.4 Nightly cleaning – common areas

- A. All trash receptacles emptied, trash removed to collection point. (Liners to be furnished by Contractor). This includes the trash receptacles that are located in the parking garage levels 3 through 10.
- B. Separate recyclable material from trash and place at collection points.
 - 1. All recycled paper receptacles emptied, paper removed to collection point.
 - 2. Separate non-paper recyclable material from paper recycling containers, remove to collection point.
 - 3. All single stream recycling receptacles emptied, content removed to collection point (Liners to be furnished by Contractor).
- C. Spot clean carpet to remove spills and soil.
- D. Remove fingerprints and smudges from walls, doors, elevator walls, railings and other fixtures.
- E. Vacuum elevator tracks and polish as needed.

- F. Remove debris from outside entryway. Inspect, spot clean floor where necessary, pick up dropped waste, in both stairwells.

5.3.5 Weekly cleaning – all areas including Police Academy facilities.

- A. Remove fingerprints and marks from around light switches, doors and door frames.
- B. Detail dust all horizontal and vertical surfaces of file cabinets, chairs, tables, blinds, window sills, pictures, railings and all manner of furniture (but do not disturb work product left on work surfaces, papers / files / etc.).
- C. Detail vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
- D. Detail sweep all hard surface floors, taking care to get into corners, along edges and beneath furniture.
- E. Detail damp mop all hard surface floors, taking care to get into corners, along edges and beneath furniture.
- F. Polish all woodwork throughout building.

5.3.6 Bi-weekly cleaning – all areas

- A. Buff hard surface floors so as to present the best possible appearance at all times.
- B. Consult with Facilities Manager before applying any wax or surface treatment to hard surface floors. Apply such treatments as directed.

5.3.7 Monthly cleaning – all areas

- A. Accomplish all high dusting not reached in the above mentioned weekly and bi-weekly cleaning.
- B. Vacuum heat and / or air vents.
- C. Damp wipe telephones using a disinfectant.
- D. Damp mop and apply finish to composition flooring in areas which show excessive wear.

5.3.8 Every six (6) months – all areas

- A. Extract carpet throughout facility.
- B. Clean inside of exterior windows. While it may only be necessary to clean to a normal height, there is floor to ceiling glass in all spaces. If it is deemed necessary to clean higher than a normal reach and ladders are used, consult with Facilities Manager as to safety precautions to be taken. Coordinate with Facilities Manager to arrange for a mechanical lift to access window surfaces at height in lobby, which will be cleaned as needed.

5.3.9 Other services

- A. Janitor closets, equipment and materials must be kept in a neat, clean and orderly condition at all times.
- B. Defective or inoperative building equipment must immediately be brought to the attention of UT System Facilities Management. Such as leakage or problem plumbing; defective lights or lighting; doors and / or gates not properly secured; or other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.
- C. Lights are to be turned off and doors shall be left as they are found. Offices are to be relocked or left unlocked according to office instructions.
- D. Carpeting must be cleaned, upon request, for an additional fee.
- E. Hard surface floors shall be stripped and refinished, upon request, for an additional fee.
- F. An anti-static material shall be applied to all carpeting, upon request, for an additional fee.
- G. Exterior windows shall be cleaned for an additional fee, following all appropriate safety measures.

5.3.10 Day-time Staff Persons

Provide four (4) full-time staff people from Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., with occasional after hours, to provide support for service areas including conference rooms, huddle rooms, phone rooms, restrooms, kitchens, gymnasium, shower rooms, dressing rooms, and break areas. These individuals will also be responsible for setting up refreshments for meetings in the conference rooms within the System Complex. Additional event setup staff may be provided for an additional fee. All four (4) full-time staff persons must be uniformed with a polo shirt and khaki pants. The color of the polo shirt will be chosen by UT System.

5.3.11 Furnish and install EnMotion Touchless stainless steel paper towel dispensers in Kitchens, Break Areas and Restrooms in all facilities. Contractor to provide of paper towel dispensers for approval. UT System preferred product is: Georgia Pacific Product #20035.

5.3.12 Contractor to provide "One Shot" Liquid Hand Soap 800 ml lotion soap with moisturizer and batteries for soap dispensers at seventy-five (75) locations in the UT System Complex including restrooms, break rooms and kitchens.

5.4 Contractor Rights and Responsibilities

5.4.1 Permits and Licenses

Contractor will obtain and keep in effect all necessary permits, licenses and notices required for its performance, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws.

5.4.2 Standard of Performance

Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with the standards specified in **Section 5.3** and the highest standards of Contractor's business.

5.4.3 Quality Control

UT System desires to keep Service areas (ref. **APPENDIX FIVE**) in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by UT System to determine that UT System standards of quality and cleanliness are being met.

A monthly inspection of the Service areas will be performed by Facilities Management to ensure compliance with the scope of work in **Section 5.3**.

5.4.4 Safety Standards

Acceptable safety standards will be followed by Contractor to assure safety for their staff as well as UT System staff, visitors, patients, employees, and students.

5.4.5 Personnel: Responsibility for Individuals Performing Work and Criminal Background Checks

A) Contractor agrees to:

- Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance;
- Assign an adequate number of personnel to the Service Areas to ensure consistent, efficient and satisfactory performance; and
- Provide sufficient back-up personnel in times of staff shortages due to vacations, holidays, illness and inclement weather, to ensure consistent, efficient and satisfactory performance.

B) Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Services specified in **Section 5.3** will do so in a proper, good, workmanlike and dignified manner.

C) Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that UT System has the rights to (a) require identification from any person on UT System premises, (b) refuse entry to persons having no legitimate business on UT System premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized UT System representatives in the exercise of UT System rights described in this Section.

D) Every employee and agent of Contractor assigned to duty on UT System premises will have prominently displayed on his or her person at all times while on UT System premises an identification badge including a picture of the employee or agent. The identification badge, which will also serve as an access card, will be issued by UT System.

E) Contractor will advise UT System representative of the telephone numbers and addresses of Contractor's management personnel and will arrange for at least one of

Contractor's management personnel to be available at all times (twenty-four hours a day, seven days a week, 365 days a year) by telephone.

5.4.6 Supervision

Contractor will provide, at all times, adequate and expert supervisory staff ("**Supervisory Staff**") assigned exclusively to UT System to manage Contractor's employees in the Services Areas. The Supervisory Staff will be on UT System premises at all times while the Services are being provided and will not leave UT System premises until all services and security matters are completed each night. Neither University nor any representative of UT System will supervise Contractor's employees, personnel or agents performing Services

In addition to the supervision of all Services, the Supervisory Staff will become familiar with the emergency, fire, and disaster plans developed by UT System for UT System premises and perform the duties assigned to Supervisory Staff by UT System as relates to the emergency, fire and disaster plans.

Supervisory Staff will have weekly meetings with Manager, Facilities management to review Services, complaints, staffing and any other issue related to Contractor's performance.

5.4.7 Keys and Access Cards

Contractor will be furnished, or given access to, keys and access cards to the Service Areas and will be held responsible for their use and misuse. All keys and access cards remain the property of UT System. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any re-keying or re-programming of locks necessitated by loss of keys and access cards. UT System keys and access cards will not be taken out of the Service Areas except for keys and access cards necessary for Contractor's Supervisory Staff to access the Service Areas.

5.4.8 Utilities

University will provide utility services at existing outlets (heat, gas, electricity, water, and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of UT System, at Contractor's expense. In the event any utility service must be interrupted for repair or modification, University will provide Contractor with advance notice, if possible. UT System will not be responsible for interruptions in utility service. However, UT System will exercise reasonable diligence in pursuing the restoration of interrupted utility service.

5.4.9 Parking

All Contractor employees with vehicles who desire to park at UT System are required to register with UT System on their hire date. UT System will provide free parking in the UT System parking garage. Contractor's employees will be provided with parking permit (tag) to be displayed at all times.

5.5 Additional Questions Specific to this RFP

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

Vendor Experience (15%)

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; and
 - Short description of work performed.
2. Has Proposer worked with University in the past five (5) years? If "yes," state department name, department contact, and provide a brief description of work performed.
 3. Describe Proposer's experience in providing professional custodial services for higher education accounts (e.g., college campuses, research institutions, etc.). How many years of experience does Proposer have in providing custodial services?
 4. Does Proposer participate in the ManageMen (OS1) Cleaning Program? Describe Proposer's experience using the OS1 cleaning system to include:
 - Customers supported; and
 - Years supported.

Project Approach (20%)

5. Provide the work plan that delineates Proposer's approach to complete the Services described in this RFP (ref. **Section 5.3**). The plan must include Proposer's local existing staffing capacity and describe how the addition of UT System as a client would affect staffing and Proposer's operation.
6. Describe Proposer's plan for communicating with UT System and submitting reports. Describe Proposer's standard protocol for addressing the following:
 - Incident / accident reporting;
 - Customer complaint resolution; and
 - Communication with the building manager on a regular basis
7. Describe Proposer's knowledge of current industry practices, green operations, equipment, materials and safety standards / plans for the use of cleaning products, materials and equipment.

Operating Methodology and Practices (35%)

8. Describe Proposer's program for ensuring high quality control standards.
9. Provide MSDS information for the products Proposer plans on using to clean Service Areas.
10. Describe Proposer's training program to include:
 - Training topics;
 - Lead trainers; and

- Frequency of training.
11. Describe Proposer's process for Service evaluation to ensure proper personnel are placed and meeting expectations.
 12. Describe Proposer's resources for back-up staffing, emergencies, and project work.
 13. Describe Proposer's "Work Order" system and how existing clients communicate service requests to Proposer.
 14. Describe how Proposer has addressed Cure Notices or other written notices regarding poor / unsatisfactory performance in the past three (3) years.
 15. Describe Proposer's plan to facilitate the smooth continuation of service, if necessary, from the current Contractor.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1802 Custodial Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (30%)

A. Provide monthly pricing for the Scope of Work outlined in Section 5.3 of this RFP.

Price for Services (UT System Complex) \$ _____ / month

Price for Services (System Police Academy building) \$ _____ / month

B. Provide alternate pricing for Services described in **Section 1.2** of this RFP.

Alternate Pricing #1 \$ _____ / month

Alternate Pricing #2 \$ _____ / month

Alternate Pricing #3 \$ _____ / month

Alternate Pricing #4 \$ _____ / month

C. If applicable, describe other additional fees (ref. **Section 5.3.9** of the RFP).

6.2 Discounts

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

6.3 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

6.4 Payment Terms

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

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

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone 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 (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. 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** of this RFP). 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. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [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 the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) 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.*

Proposer must also submit HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5** of this RFP.

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** of this RFP. University will not accept proposals submitted by telephone or FAX transmission.

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services 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 the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 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 the Services.
 - 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, 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.
- 2.2 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 University, 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 University 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.
- 2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: 720-1802 Custodial 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 Project Services

- 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 5.3** 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 the services 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 Company Name)

To: The University of Texas System

Ref.: Custodial Services

RFP No.: 720-1802

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

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

**UT SYSTEM BUILDING GARAGE LOCATION
(INCLUDED AS SEPARATE ATTACHMENT)**

APPENDIX FOUR

**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](#), Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) 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			

APPENDIX FIVE
SERVICES AREAS
(UNDER SEPARATE ATTACHMENT)

APPENDIX TWO
Sample Agreement

AGREEMENT TO PROVIDE CUSTODIAL SERVICES

This Agreement to Provide Custodial Services (this “**Agreement**”) is made and entered into effective as of _____, **20** _____ (the “**Effective Date**”), by and between **THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION**, an agency and institution of higher education authorized under the laws of the State of Texas (“**University**”), and _____, a _____ (“**Contractor**”), Federal Tax Identification Number _____.

In consideration of the mutual promises and covenants contained in this Agreement, University and Contractor agree as follows:

1. **TERM** – The term of this Agreement will begin on the Effective Date and expire _____, **20** _____. University will have the option to renew this Agreement for _____ (____) additional ____ (____) year terms.
2. **INTENTIONALLY OMITTED**
3. **STATEMENT OF WORK** – Contractor agrees to perform the cleaning and maintenance services, including furnishing of personnel, equipment, materials and supplies, and other duties and obligations (collectively, “**Custodial Services**”) all as more particularly described in this Agreement and **SCHEDULE 1 Statement of Work** for Custodial Services (“**Statement of Work**”) attached and incorporated for all purposes.
4. **SERVICE AREAS** – The Custodial Services will be performed at various locations on University’s premises designated in **SCHEDULE 2** (collectively, “**Service Areas**”) in accordance with the schedule specified in the Statement of Work.

After sixty (60) days advance written notice to Contractor, University may add additional areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any added areas or facilities will be mutually agreed upon by University and Contractor through an amendment to this Agreement.
5. **PERMITS AND LICENSES** – Contractor will obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws (ref. **Section 27**).
6. **STANDARD OF PERFORMANCE** – Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with the standards specified in this Agreement, **SCHEDULE 1 Statement of Work** and

Attachment A to SCHEDULE 1 Statement of Work, the highest standards of Contractor's business, and all Applicable Laws.

7. **QUALITY CONTROL** – University desires to keep the Service Areas in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by University to determine that University's standards of quality and cleanliness are being met. In addition, a monthly inspection of the Service Areas will be performed by University's Facilities Manager, to ensure compliance with this Agreement.
8. **SAFETY STANDARDS** – Acceptable safety standards will be followed by Contractor to assure safety for their staff as well as University staff, visitors, patients, employees, and students.
9. **PRICING AND PAYMENT** – Upon satisfactory and complete performance of the Custodial Services, University will pay Contractor an annual amount of \$_____, disbursed in twelve (12) monthly payments of \$_____.

This Agreement is not valid or effective for amounts in excess of \$1,000,000 without the approval of The University of Texas System Board of Regents and Contractor's appropriate completion and submission of Texas Ethics Commission Form 1295.

10. **PAYMENT TERMS** –

10.1 At the end of each calendar month during the term of this Agreement, Contractor will submit to University an invoice (each a "**Progress Payment**") covering the Custodial Services performed for University to that date, which application will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days after the date University receives the invoice and supporting documentation for payment, approve or disapprove the amount reflected in the invoice and, if University approves the amount or any portion of the amount, University will promptly pay to Contractor the amount approved in accordance with Chapter 2251, *Texas Government Code*. If University disapproves any amount invoiced by Contractor, University will give Contractor specific reasons for its disapproval in writing within twenty-one (21) days after the date University receives the invoice and supporting documentation for payment.

10.2 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Custodial Services in accordance with §151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") §3.322.

10.3 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice ("**Final Invoice**") which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by University, University will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.

10.4 The cumulative amount of all Progress Payments and the Final Payment will not exceed \$_____.

10.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if any one or more of the following conditions exist:

10.5.1 Contractor is in breach or default under this Agreement; or

10.5.2 Any part of the payment is attributable to Custodial Services which are not performed in accordance with this Agreement; provided, however, payment will be made as to the part attributable to Custodial Services which are performed in accordance with this Agreement.

10.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Custodial Services to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.

10.7 The acceptance of Final Payment constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice.

10.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The University of Texas System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

10.9 Section 51.012, *Texas Education Code*, authorizes University to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change.

11. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK;
CRIMINAL BACKGROUND CHECKS –**

11.1 Contractor agrees to:

11.1.1 maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;

11.1.2 assign an adequate number of personnel to the Service Areas to ensure consistent, efficient and satisfactory performance under this Agreement; and

11.1.3 provide sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather, to ensure consistent, efficient and satisfactory performance under this Agreement.

11.2 Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Custodial Services specified under this Agreement will do so in a proper, good, workmanlike and dignified manner.

11.3 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that University has the rights to (a) require identification from any person on University's premises, (b) refuse entry to persons having no legitimate business on University's premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized University representatives in the exercise of University's rights described in this Section.

11.4 Every employee and agent of Contractor assigned to duty on University's premises will have prominently displayed on his or her person at all times while on University's premises an identification badge including a picture of the employee or agent. The identification badge, which will also serve as an access card, will be issued through University's Office of Facilities Services.

11.5 Contractor will provide company identifying uniforms to all Contractor's "non-management" personnel used in the performance of Contractor's duties and obligations under this Agreement. All Contractor's "non-management" personnel assigned to duty on University's premises will be required to wear a company identifying uniform while performing their duties. All uniforms will be neat, clean, well-pressed and in good condition.

11.6 Contractor will advise University's representative of the telephone numbers and addresses of Contractor's management personnel and will arrange for at least one of Contractor's management personnel to be available at all times (twenty-four hours a day, seven days a week, 365/366 days a year) by telephone.

11.7 Each individual who is assigned to perform the Custodial Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Custodial Services under this Agreement. Prior to commencing the Custodial Services, Contractor will (1) provide University with a roster ("**Roster**") of all individuals who may be assigned to perform the Custodial Services on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the Roster. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Custodial Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the Roster each time there is a change in the individuals assigned to perform the Custodial Services on University's premises.

Prior to commencing performance of the Custodial Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the Roster.

12. **SUPERVISION; COORDINATION** – Contractor will provide, at all times, adequate and expert supervisory staff ("**Supervisory Staff**") assigned exclusively to University to manage Contractor's employees in the Services Areas. The Supervisory Staff will be on University's premises at all times while the Custodial Services are being provided and will not leave University's premises until all services and security matters are completed each night. Neither University nor any representative of University will supervise Contractor's employees, personnel or agents performing the Custodial Services

In addition, Contractor will provide an on-site manager ("**On-Site Manager**") assigned to the Service Areas on a full-time basis. The On-Site Manager, with the assistance of a supervisor for each and every shift ("**Shift Supervisor**"), will coordinate all activities connected with the provision of the Custodial Services specified under this Agreement and will meet with University's representative weekly, on mutually agreeable dates and at mutually agreeable times, to coordinate the enforcement of University's policies, the implementation of University's suggestions and requests, and the prompt resolution of complaints.

In addition to the supervision of all Custodial Services, the Supervisory Staff will become familiar with the emergency, fire, and disaster plans developed by University for University's premises and perform the duties assigned to Supervisory Staff by University as relates to the emergency, fire and disaster plans.

13. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Custodial Services under this Agreement in the event of any labor dispute or other action involving its employees.

14. **REPORTS BY CONTRACTOR** – Contractor will submit inspection reports to University’s Facilities Manager. Inspection reports will be prepared and signed by Contractor's On-Site Manager or Shift Supervisor. At University’s request, Contractor will at any time during the term of this Agreement provide a report on inspections, maintenance schedules, equipment, staffing, emergencies, security problems or any related matters in connection with the Service Areas or other University premises.

In addition, Contractor will submit two (2) complete sets of all *Material Safety Data Sheets* (“**MSDS**”) to University’s Facilities Manager *in advance* for all materials being used by Contractor in the Service Areas or on other University premises.

15. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing Custodial Services to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.

16. **INSURANCE.**— **[Note: These are minimum insurance requirements developed by the UT System Office of Risk Management. Depending on the type of services covered by this Agreement, consideration should be given to increasing the types of insurance coverages and the limits. In particular, services related to health and safety concerns, hazardous chemicals, or the disposal of hazardous wastes require increased types of insurance coverages and increased limits; therefore, please refer your contract to your institution’s designated risk management contact for assistance. For contracts with professionals, consider requiring professional liability insurance of not less than \$1,000,000 per claim. Contact your institution’s designated risk management contact for assistance with review of all Certificates of Insurance.]**

16.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A:VII or better, and in amounts not less than the following minimum limits of coverage:

16.1.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers’ Compensation policy must include under Item 3.A. on the information page of the Workers’ Compensation policy the state in which Work is to be performed for University.

16.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor’s and subcontractor’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

16.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

16.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and at least as broad as the underlying coverage as required under **Sections 16.1.1 Employer's Liability; 16.1.2 Commercial General Liability. [Note: Limit amount should be adequate to cover University's exposure. Appropriate limit will depend on the subject matter of this Agreement.]**

16.1.6 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

16.2 Contractor will deliver to University:

16.2.1 After the execution and delivery of this Agreement and prior to the performance of any Work by Contractor, evidence of insurance on a Texas Department of Insurance (**TDI**) approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then prior to the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies.

16.2.1.1 All insurance policies (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

16.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and University. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System and University. No policy will be canceled until after thirty (30) days'

unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 16**.

16.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

16.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name:

Address:

Facsimile Number:

Email Address:

16.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing.

16.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of this policy.

17. **KEYS AND ACCESS CARDS** – Contractor will be furnished, or given access to, keys and access cards to the Service Areas and will be held responsible for their use and misuse. All keys and access cards remain the property of University. Contractor will be liable for the cost of any replacement keys and access cards, and for the cost of any re-keying or re-programming of locks necessitated by loss of keys and access cards. University keys and access cards will not be taken out of the Service Areas.
18. **REPORTING NEEDED REPAIRS** – Contractor's employees will report to University's Facilities Manager any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, all other necessary or appropriate repairs and any unusual happenings in the Service Areas or on University's premises.

19. **ACCESS TO UNIVERSITY FACILITIES –**

19.1 Contractor and its employees, permitted subcontractors and agents may access only the Service Areas and those University facilities that are necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other University facilities. Contractor and its employees, permitted subcontractors and agents will not use any University equipment including computers, printers, typewriters, radios, televisions, telephones, desks, chairs or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on University's premises.

[Option (Include if Contractor will be assigned space for storage or work associated with the Custodial Services.): 19.2 University will permit Contractor to use certain space (the "Space") more particularly described in **SCHEDULE 4** attached and incorporated for all purposes, in accordance with the license contained in this Section. University will provide the Space equipped with **[Option: _____]** **[Option: desks, chairs and local phone service]** only. **[Option: University will not provide computers, printers or other office machines or supplies.]**

University will and does hereby license the Space in its current, "as is" condition to Contractor for use by Contractor's employees, permitted subcontractors and agents in the performance of the Custodial Services and for no other purpose. The parties agree that this is a non-exclusive license to use the Space and that University may enter the Space at any time for any reason. No unlawful activities will be permitted in the use of the Space. Contractor will comply with all Applicable Laws applicable to the Space. Contractor will cause all of its employees, subcontractors and agents to observe and comply with all Applicable Laws, including University's rules and regulations in connection with the use of the Space.

Contractor will not modify, alter or repair the Space or any other University facilities without the prior written approval of University and with project management of renovations by University.

Contractor agrees not to harm the Space or make any use of the Space that is offensive as determined by University. Contractor agrees that upon the termination of this Agreement for any reason, Contractor will remove Contractor owned equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Space in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Contractor not removed within two (2) days following the termination will be deemed abandoned by Contractor and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Contractor.

Contractor agrees not to suffer any mechanic's lien to be filed against the Space or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Space for Contractor. Nothing in this Agreement will be construed as the consent of University to subject University's estate in the Space or adjoining facilities to any lien.

Contractor agrees that the Space is sufficiently equipped for Contractor to provide the Custodial Services in accordance with the terms and conditions of this Agreement.

UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE TO THE SPACE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

UNIVERSITY WILL NOT BE LIABLE TO CONTRACTOR, OR ANY EMPLOYEE, SUBCONTRACTOR, AGENT, GUEST OR INVITEE OF CONTRACTOR (COLLECTIVELY, "**CONTRACTOR PARTIES**"), FOR ANY LOSS, EXPENSE OR DAMAGE EITHER TO THE PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF THE SPACE, OR DUE TO ANY ACT OF ANY EMPLOYEE OR AGENT OF UNIVERSITY, OR THE ACT OF ANY OTHER PERSON WHATSOEVER. UNIVERSITY, ITS AGENTS AND EMPLOYEES WILL NOT BE LIABLE FOR AND CONTRACTOR WAIVES ALL CLAIMS FOR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ANY CONTRACTOR PARTIES, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON THE SPACE OR THE ADJOINING GROUNDS. CONTRACTOR AGREES TO PAY ON DEMAND UNIVERSITY'S EXPENSES INCURRED IN ENFORCING ANY OBLIGATION OF CONTRACTOR UNDER THIS LICENSE. **I**

20. PRESENCE ON UNIVERSITY PREMISES –

20.1 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon University's premises will obey the rules and regulations that are established by University and will comply with reasonable directions University's representatives may give to Contractor.

20.2 Contractor is responsible for acts of its employees, subcontractors and agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of University, any damage that it, or of its employees, subcontractors and agents, may cause to University's premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

20.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify University's Police Department at _____ and University's Facilities Manager at _____, and thereafter furnish a full written report of the accident.

20.4 Contractor will perform the Custodial Services contemplated in this Agreement without interfering in any way with the activities of University's employees, agents or visitors.

21. **PREMISES SECURITY –**

21.1 University's ODOP has the authority and responsibility to maintain the security of all University premises and property. Contractor will cooperate with ODOP in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to ODOP at _____.

21.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on University's premises. Anyone requesting admittance must be referred by Contractor to ODOP at _____.

21.3 In an effort to maintain maximum security in each Service Area, **ALL DOORS ARE TO BE UNLOCKED ONLY WHILE CLEANING IS BEING PERFORMED AND MUST BE CLOSED AND LOCKED AFTER CLEANING IS COMPLETE.** Lights are to be turned off when Contractor leaves each room in a Service Area. At no time will Contractor permit an unattended room in a Service Area to remain unlocked or lighted.

22. **UTILITIES – [Option: (Include if Section 19.2 related to a space license is included in this Agreement.):** Except as provided in **Section 19.2]**, University will provide utility services at existing outlets (heat, gas, electricity, water, and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of University, at Contractor's expense. In the event any utility service must be interrupted for repair or modification, University will provide Contractor with advance notice, if possible. UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

23. **RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY –** University has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on University's premises.

24. **DEFAULT AND TERMINATION –**

24.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, University may terminate this Agreement at any time upon giving ten (10) days' advance written notice to Contractor setting forth the nature of Contractor's failure.

24.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, University has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.

24.3 University may, without cause, terminate this Agreement at any time upon giving thirty (30) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Custodial Services satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. University is not required to reimburse Contractor for any Custodial Services performed or expenses incurred after the termination date.

24.3 Termination under **Sections 24.1, 24.2 or 24.3** does not relieve Contractor or any of its employees from liability for violations of this Agreement or any other act or omission of Contractor. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 2, 10, 15, 19, 23, 24, 25, 26, 27, 30, 33, 35, 37, 38, 41, 42, 43, 46, 47, 50, 51, and 52.**

24.4 University is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.

24.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination. **[Note: Section 50 of Article 3 of the Texas Constitution prohibits the State of Texas or its agencies from lending the credit of the State. "Lending the credit of the State" has been broadly construed to include the making of payment prior to receipt of goods or complete performance of services. Rhoads Drilling co. v. Allred, 70 S.W. 2d 576, 582 (Tex. 1934); Attorney General Opinions WW-790 (1960) and WW-153 (1957). Nevertheless, according to relevant Attorney General Opinions MW-373 (1981) and JM-1229 (1990), pre-payments for goods and services may be made by the State of Texas so long as the pre-**

payment serves a public purpose and the State maintains controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved.

Based on Texas law related to pre-payments, the representative of U.T. with delegated authority to execute contracts containing pre-payment provisions, should analyze the transaction and make a determination regarding whether the facts lead to the conclusion that (1) there is in fact a public purpose for any pre-payments required by the contract and (2) there are sufficient controls over the transaction, contractual or otherwise, to ensure that the public purpose is actually achieved. This determination should be documented in a memorandum to U.T.'s file by setting forth the facts which lead to a conclusion of public purpose and sufficient controls to ensure the public purpose is achieved.]

25. **INDEMNIFICATION** – TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
26. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION** – Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in

Contractor's exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 26.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 26.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 26.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 26.4 **Press Releases.** Except when defined as part of the Custodial Services, Contractor will not make any press releases, public statements, or advertisement referring to the Custodial Services or the engagement of Contractor as an independent contractor of University in connection with the Custodial Services, or release any information relative to the Custodial Services for publication, advertisement or any other purpose without the prior written approval of University.

- 26.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. In accordance with §552.002 of TPIA and §2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 26.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 26.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
27. **COMPLIANCE WITH LAW** – Contractor is aware of, fully informed about and in full compliance with its obligations under with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction (“**Applicable Laws**”), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC §6101 et seq.), *Non-segregated Facilities* (41 CFR §60-1), *Fair Labor Standards Act of 1938*, §§6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, *Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals* (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC §12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
28. **UNDOCUMENTED WORKERS** – The *Immigration and Nationality Act* (8 *United States Code* 1324a) (“**Immigration Act**”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for employment eligibility

verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 24** of this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

29. **EQUAL OPPORTUNITY** – Pursuant to Applicable Laws, Contractor represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.
30. **TAXES** – Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.
31. **CONTRACTOR CONFLICT** – Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or University or with any other party in the construction, maintenance or operation of University or any part thereof.
32. **ASSIGNMENT AND SUBCONTRACTING** – This Agreement is a personal service contract for the services of Contractor. **[Option (Include if the value of this Agreement is expected to equal or exceed \$100,000 or if a HUB Subcontracting Plan is attached.):** Except as specifically provided in **SCHEDULE 3**, Historically Underutilized Business Subcontracting Plan (“**HSP**”), attached and incorporated for all purposes, **t] [Alternate Option:** The Contractor's interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC §§20.285(g)(5), 20.585 and 20.586. The benefits and burdens of this Agreement are assignable by University.
33. **TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION** – Pursuant to §231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the

award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

34. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** – Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
35. **PAYMENT OF DEBTS OR DELINQUENCY TO THE STATE OF TEXAS** – Pursuant to §§2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
36. **FRANCHISE TAX CERTIFICATION** – If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“**Chapter 171**”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
37. **LOSS OF FUNDING** – Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
38. **LIMITATIONS** – THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “**LIMITATIONS**”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

39. **ENTIRE AGREEMENT; MODIFICATIONS** – This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.
40. **CAPTIONS** – The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
41. **VENUE; GOVERNING LAW** – Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of its parties, and all claims arising out of or relating to the Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
42. **WAIVERS** – No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
43. **STATE AUDITOR’S OFFICE** – Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office or any successor agency (“**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to §§51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records required. Contractor will include this provision in all contracts with permitted subcontractors.
44. **BINDING EFFECT** – This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
45. **APPOINTMENT** – University hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for University in connection with the performance of University's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.
46. **RECORDS** – Contractor agrees that University, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor

for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to University any overpayments disclosed by any audits.

47. **NOTICES** – Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: _____

Attention: _____

with copy to: _____

Attention: _____

If to Contractor: _____

Attention: _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to §2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

[Note: Fax and Email are required by Chapter 2251, Texas Government Code.]

Fax: _____
Email: _____
Attention: _____

with copy to:

Fax: _____
Email: _____
Attention: _____

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

48. **CAPTIONS** – The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
49. **SEVERABILITY** – In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
50. **BREACH OF CONTRACT CLAIMS** –

50.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

50.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

50.1.2 If the parties are unable to resolve their disputes under **Section 50.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

50.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

50.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

50.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

51. **ASSIGNMENT OF OVERCHARGE CLAIMS** – Contractor hereby assigns to University any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A. §1 et seq., or arising under the antitrust laws of the State of Texas, §15.01 et seq., *Texas Business and Commerce Code*.
52. **ETHICS MATTERS; NO FINANCIAL INTEREST** – Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities>], University's Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing

the information on TEC's website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

53. **FORCE MAJEURE** – Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.
54. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Custodial Services to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity (collectively, **SPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC §§[20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#). University may also revoke this Agreement for breach and make a claim against Contractor.

54.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with [34 TAC §20.285](#); (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 41** to replace the HSP with the revised subcontracting plan.

54.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](#) before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including [Chapter 2161, Texas Government Code](#) and [34 TAC §20.285](#). University may report nonperformance under this Agreement to the SPSS in accordance with Texas law, including 34 TAC §§[20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#).

55. **INTENTIONALLY OMITTED**

56. **CERTIFICATIONS OF NONSEGREGATED FACILITIES AND EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE** – Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in [18 U.S.C. §1001](#).

57. **DEBARMENT** – Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.sam.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor

knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

58. **OFFICE OF INSPECTOR GENERAL CERTIFICATION** – Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at University’s premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time the employees, subcontractors and agents are assigned to work on site at University’s premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at University’s premises or facilities if the employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>.
59. **ACCESS TO DOCUMENTS** – To the extent applicable to this Agreement, in accordance with §1861(v)(I)(i) of the Social Security Act ([42 U.S.C. §1395x](#)) as amended, and the provisions of [42 CFR §420.300](#) et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement 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.
60. **AFFIRMATIVE ACTION** – A written copy of Contractor’s Civil Rights "**Affirmative Action Compliance Program**" is attached as **SCHEDULE** ____ to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as **Schedule** ____ to this Agreement and incorporated for all purposes.
61. **OSHA COMPLIANCE** – To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and its regulations in effect or proposed as of the date of this Agreement.
62. **DISCRIMINATION PROHIBITED** – UNIVERSITY AND CONTRACTOR WILL ABIDE BY THE REQUIREMENTS OF [41 CFR 60-1.4\(A\)](#), [60-300.5\(A\)](#) AND [60-741.5\(A\)](#) (COLLECTIVELY, THE “**REGULATIONS**”). THE REGULATIONS (1) PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND (2) PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. MOREOVER, THE REGULATIONS

REQUIRE THAT UNIVERSITY AND CONTRACTOR TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT, INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

65. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) 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.
66. **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

CONTRACTOR:

UNIVERSITY:

THE UNIVERSITY OF TEXAS SYSTEM

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACH:

SCHEDULE 1 - Statement of Work for Custodial Services

ATTACHMENT A to SCHEDULE 1 - Standards for Custodial Services

SCHEDULE 2 - Map of Service Areas

SCHEDULE 3 - Historically Underutilized Business Subcontracting Plan

SCHEDULE 4 - Map of Space

SCHEDULE 5 - Roster Sheet

SCHEDULE 1

Statement of Work for Custodial Services

**Attachment A
to SCHEDULE 1**

Standards for Custodial Services

In accordance with **Section 5** of this Agreement, Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with this Agreement (including the following standards), the highest standards of Contractor's business, and in compliance with all Applicable Laws:

- 1. Sweeping:** Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods as appropriate for the location and situation.

Standard: When properly completed a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under of' around furniture parts. All items moved to remove dirt, etc. will be returned to their original location.

- 2. Wet Mopping:** Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed a wet mopped floor will be free of all dirt, debris soil, liquids or other foreign material. It will present a uniform appearance free of streaks smudges, heel-marks or any other marks which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed or the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

- 3. Damp Mopping:** Damp mopping is defined as the use of a cotton or similar yam type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed damp mopping will be held to the same quality standard sawed mopping.

- 4. Machine Mopping:** Machine mopping is defined as the use of a mechanized scrubbing/vacuum same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed machine mopping will be held to the same quality standard as wet mopping.

- 5. Spot Cleaning:** Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, wall, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling.

Standard: When properly completed spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

- 6. Stripping:** Stripping is defined as the complete (as is practicable) removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.

Standard: When properly accomplished a stripped floor will be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and will be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures will be removed.

- 7. Sealing:** Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer's recommendation the floor will present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

- 8. Waxing/Finishing:** Waxing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish.

Standard: When applied according to the manufacturer's recommendations the finish will present an even high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

- 9. Spray Buffing:** Spray buffing is defined as the application of a wax and water solution to a floor and buffing with a high speed-buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed a spray buffed floor will be held to the same quality as a newly waxed/finished floor.

- 10. Vacuuming:** Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and any other foreign material from carpeted floors and other items; ex. couches, chairs, walls, curtains/drapes; which lend themselves to this method of cleaning.

Standard: When properly vacuumed there will be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions.

- 11. Shampooing:** Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized.

Standard: When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and will present a clean and uniform appearance. All excess cleaning agents will be removed from baseboards, walls, and furniture and fixtures. Any items moved during this process will be returned to their original positions.

- 12. Dusting:** Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

- 13. Glass/Window Cleaning** - Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass window, doors, partitions, or any other items which may consist in whole or part of a glass or similar material including mirrors. All chemicals or solutions used to accomplish this task must be approved by University.

Standard: When properly cleaned glass objects will be free of all dirt, soil, smudges, smears or any other substances which will interfere with the passage or reflectance of light rays as may be applicable to the particular object. All excess spray or solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

- 14. Trash/Waste Removal:** Trash/Waste removal is defined as the collection and disposal of all materials which have been placed into appropriate containers dedicated for disposal.

This service also includes the separation of identified recyclable materials and placement into an identified recycling container (Optional, use if applicable).

- 15. Recycling:** All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for transportation.

Standard: When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it will be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner will be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected. (Recyclable materials will be separated and placed into their appropriate containers).

- 16. Metal Cleaning/Polishing:** Metal cleaning/polishing is defined as the removal of dirt, soil fingerprints, smudges, water marks, scale and other foreign material from metal surfaces and fixtures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish the metal surface will present a clean uniform appearance free from all dirt, soil, marks, smudges, scale, etc.

- 17. Disinfecting:** Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated through the application of an approved disinfectant by either manual or mechanical methods.

Standard: When properly disinfected surfaces will be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

- 18. Woodwork Cleaning/Polishing:** Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

- 19. Dispenser Service:** Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, soap, or any other dispensers which may be identified by University.

Standard: When properly serviced dispensers will have an adequate (1 day) supply of dispensed product or will be identified as needing a follow-up check to insure that the

dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/patients/employees to install in the dispensers.

- 20. Cleaning General:** Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by University.

Standard: When properly cleaned an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present clean, safe, healthful, and pleasant appearance.

SCHEDULE 2

Map of Service Areas

SCHEDULE 3

Historically Underutilized Business Subcontracting Plan

[Option: SCHEDULE 4

Map of Space]

SCHEDULE 5

Roster

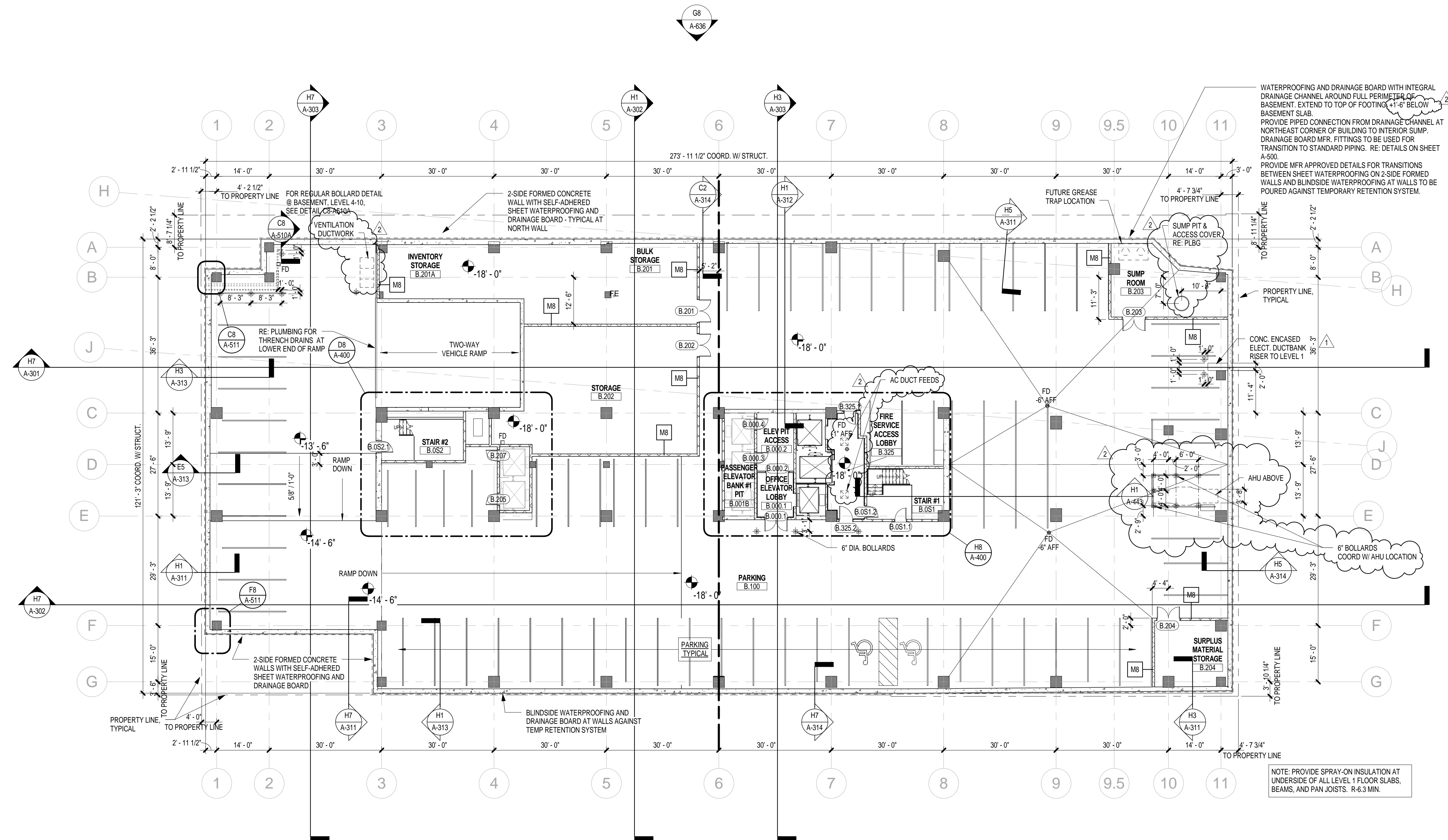
APPENDIX THREE UT SYSTEM BUILDING GARAGE LOCATION

Directions to The University of Texas System:

The office is located at 210 West 7th Street on the corner of 7th and Lavaca. The parking garage is in the System building on Lavaca Street past the light on 7th.



APPENDIX FIVE (SERVICE AREAS)



G5 ARCHITECTURAL - OVERALL FLOOR PLAN - BASEMENT
SCALE: 1/16" = 1'-0"

FLOOR PLAN GENERAL NOTES

1. ALL UNMARKED PARTITIONS ARE TYPE A3.
2. NOT USED.
3. FOR FIRE AND LIFE SAFETY PLANS, REFER TO GL SERIES DRAWINGS.
4. FIRE EXTINGUISHERS IN GARAGE AREAS TO BE IN SURFACE MOUNTED CABINETS.
5. SEE SHEET A-112-S FOR TYP. CURTAIN WALL DIMENSIONS.
6. REFER TO A6 SERIES FOR ALL PARTITIONS, DOORS, WINDOWS, AND ACCESSORIES.
7. ALL PLAN DIMENSIONS ARE TAKEN TO THE CENTERLINE OF COLUMNS AND TO THE OUTERMOST SURFACE OF THE WALL (INCLUDING TILE, STONE, PLASTER, ETC. EXCLUDING TRIM) UNLESS NOTED OTHERWISE.
8. INSTALL IN-WALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED CASEWORK AND DEVICES.
9. GENERAL DIMENSIONS PROVIDED ON FLOOR PLANS AND AREA PLANS DO NOT REFLECT THE ROUGH OPENING DIMENSIONS REQUIRED FOR COORDINATION WITH MASONRY JOINT COURSING. CONTRACTOR IS TO PROVIDE ROUGH OPENING FRAMING DIMENSIONS CONSISTENT WITH ENLARGED ARCHITECTURAL PLAN SECTION DETAILS (AS SERIES SHEETS), AND WINDOW SCHEDULE DETAILS (A6 SERIES).
10. ELECTRICAL PANELS TO BE RECESSED WITHIN SCHEDULED PARTITIONS, EXCEPT WITHIN ENCLOSED ELECTRICAL ROOMS.
11. FLOOR DRAINS INDICATED ON ARCHITECTURAL PLANS ARE FOR GENERAL COORDINATION. REFER TO PLUMBING PLANS FOR ADDITIONAL DRAIN LOCATIONS, AND FOR ALL DRAIN TYPES AND SIZES. TOP OF TYPICAL FLOOR DRAIN TO BE SET 1/4" BELOW FINISH FLOOR. SLOPE SLAB TO DRAIN AT 1/8" PER FT.
12. REFER TO BUILDING ELEVATIONS A-630 SERIES FOR WALL LOUVER TAGS.
13. ALL HOLLOW METAL DOORS AND FRAMES IN BASEMENT, DOCK AREA, GARAGE LEVELS, AND EXTERIOR LOCATIONS TO BE GALVANIZED.
14. BENCHMARK ELEVATION EQUIVALENT TO 520.00 MSL (±0.0' RELATIVE)
15. REFER TO FINISH PLANS FOR FLOOR DROPS AT LEVEL 01 AND 19. COORD W/ STRUCT.

KEYED NOTES

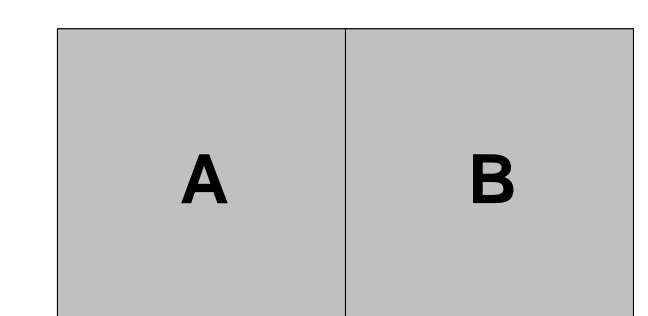
NUMBER	DESCRIPTION
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SYMBOL	DESCRIPTION
—+—	MATCHLINE
14	SEE 1 / A101
(14)	KEYED NOTE
A11	KEYED NOTES ONLY APPLY TO THIS SHEET
A12	PARTITION TAG
H3	REFER TO PARTITION SCHEDULE
H3	BUILDING SECTION TAG
H3	WALL SECTION TAG
H3	EXTERIOR ELEVATION TAG
H4	INTERIOR ELEVATION TAG
A6	PLAN REFERENCE TAG
A431	ROOM REFERENCE TAG
ROOM NAME 101	ROOM NAME ROOM NUMBER
1 HR FIRE WALL	1 HR FIRE WALL
2 HR FIRE WALL	2 HR FIRE WALL
0 HR SMOKE TIGHT WALL	0 HR SMOKE TIGHT WALL
1 HR FIRE/SMOKE WALL	1 HR FIRE/SMOKE WALL
2 HR FIRE/SMOKE WALL	2 HR FIRE/SMOKE WALL
NEW DOOR WITH DOOR TAG REF DOOR SCH	NEW WINDOW WITH WINDOW MARK REF GLAZING ELEVATIONS
0	COLUMN GRID DESIGNATIONS

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION
—+—	MATCHLINE
14	SEE 1 / A101
(14)	KEYED NOTE
A11	KEYED NOTES ONLY APPLY TO THIS SHEET
A12	PARTITION TAG
H3	REFER TO PARTITION SCHEDULE
H3	BUILDING SECTION TAG
H3	WALL SECTION TAG
H3	EXTERIOR ELEVATION TAG
H4	INTERIOR ELEVATION TAG
A6	PLAN REFERENCE TAG
A431	ROOM REFERENCE TAG
ROOM NAME 101	ROOM NAME ROOM NUMBER
1 HR FIRE WALL	1 HR FIRE WALL
2 HR FIRE WALL	2 HR FIRE WALL
0 HR SMOKE TIGHT WALL	0 HR SMOKE TIGHT WALL
1 HR FIRE/SMOKE WALL	1 HR FIRE/SMOKE WALL
2 HR FIRE/SMOKE WALL	2 HR FIRE/SMOKE WALL
NEW DOOR WITH DOOR TAG REF DOOR SCH	NEW WINDOW WITH WINDOW MARK REF GLAZING ELEVATIONS
0	COLUMN GRID DESIGNATIONS

KEY PLAN (NOT TO SCALE)

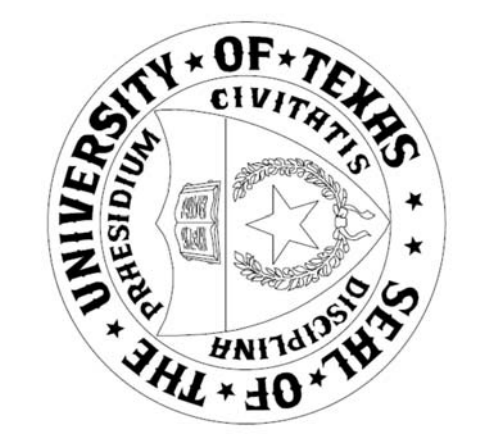


TRUE NORTH

Page Southerland Page, Inc.
400 W. Cesar Chavez Street Fifth Floor
Austin, TX 78701
page@spk.com
TEL: 512.472.6721
FAX: 512.477.3211

ARCHITECTURE (ENGINEERING) INTERIORS CONSULTING
Austin / Dallas / Denver / Houston / Washington DC / International Affiliate Offices

The University of Texas System Administration
Replacement Office Building
210 WEST 7TH STREET, AUSTIN, TX. 78701
OFPC PROJECT No. 101-690



REVISION HISTORY

NO.	DESCRIPTION	DATE
2	STAGE 3 - CONSTRUCTION	02 APR 2015
1	STAGE 2D - ADDENDUM 1	19 FEB 2015

PROFESSIONAL SEAL
Firm Registration No. 958
Page Southerland Page, Inc.
REGISTERED ARCHITECT
7732
4-2-2015

ARCHITECTURAL - FLOOR PLAN - BASEMENT

DRAWN BY WAE	CHECKED BY WAE
PROJECT NUMBER 114023	PROJECT ABBREVIATION UT-ROB
DATE 26 JAN 2015	

A-100-S
SHEET NUMBER

Page Southerland Page, Inc.
 400 W. Cesar Chavez Street Fifth Floor
 Austin, TX 78701
 page@psp.com
 TEL: 512.472.6721
 FAX: 512.477.2811
 ARCHITECTURE / ENGINEERING / INTERIORS / CONSULTING
 Austin / Dallas / Denver / Houston / Washington DC /
 International Affiliate Offices

The University of Texas System Administration
 Replacement Office Building
 210 WEST 7TH STREET, AUSTIN, TX. 78701
 OFPC PROJECT No. 101-690



REVISION HISTORY

REVISION	DESCRIPTION	DATE

PROFESSIONAL SEAL
 Firm Registration No. 958
 Page Southerland Page, Inc.
 REGISTERED ARCHITECT
 REGISTERED ENGINEER
 STATE OF TEXAS
 4-2-2015

ARCHITECTURAL - FLOOR PLAN -
 LEVEL 01 - OVERALL

DRAWN BY MSE	CHECKED BY WAE
PROJECT NUMBER 114023	PROJECT ABBREVIATION UTS-ROB - STAGE 3
ORIGINAL ISSUE STAGE 3 - CONSTRUCTION	DATE 02 APR 2015

A-101

SHEET NUMBER

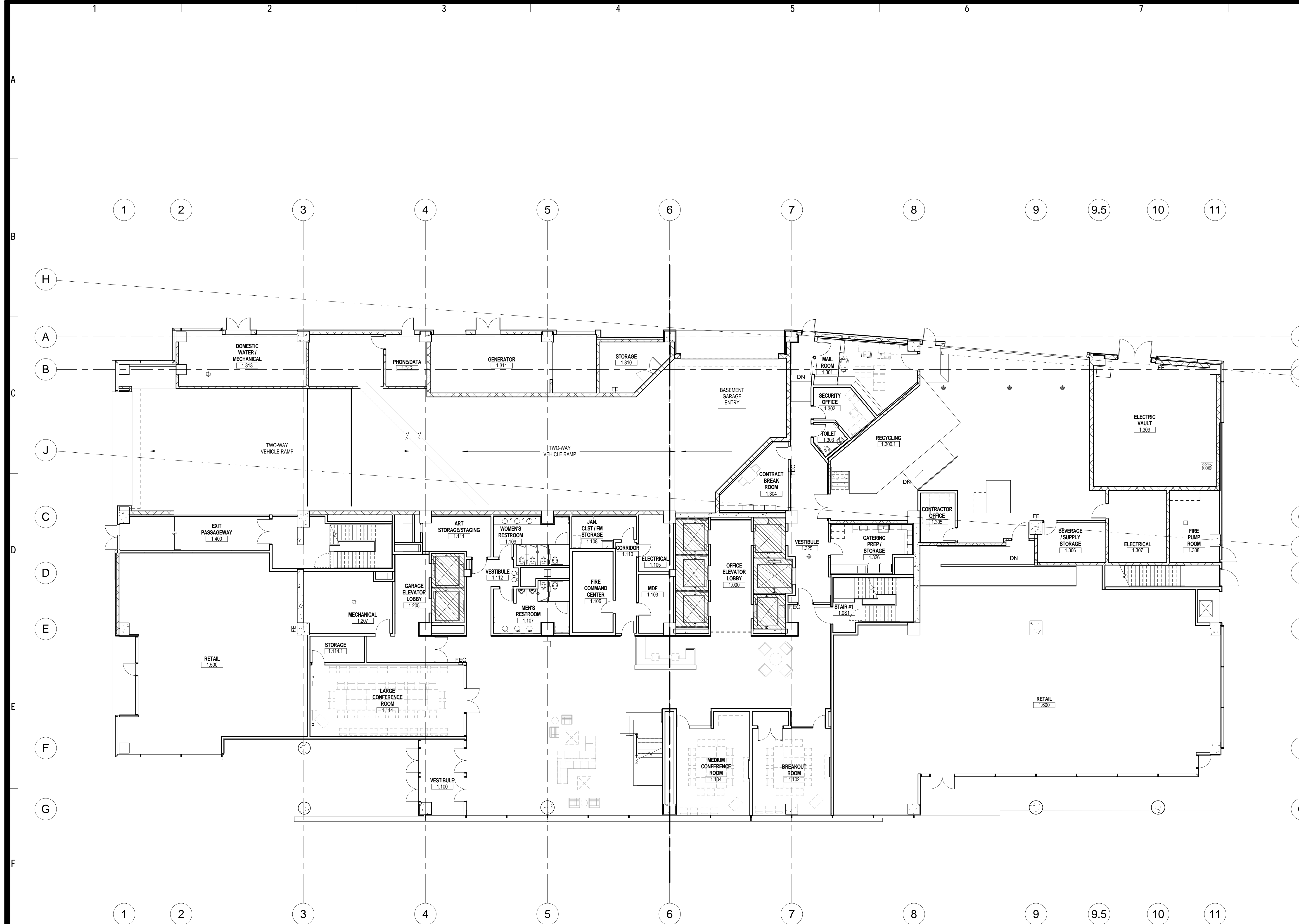
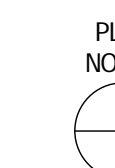
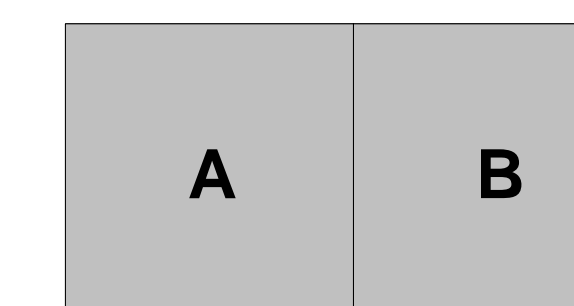
FLOOR PLAN GENERAL NOTES

1. COMPOSITE PLAN FOR REFERENCE ONLY

KEYED NOTES

NUMBER	DESCRIPTION

KEY PLAN (NOT TO SCALE)

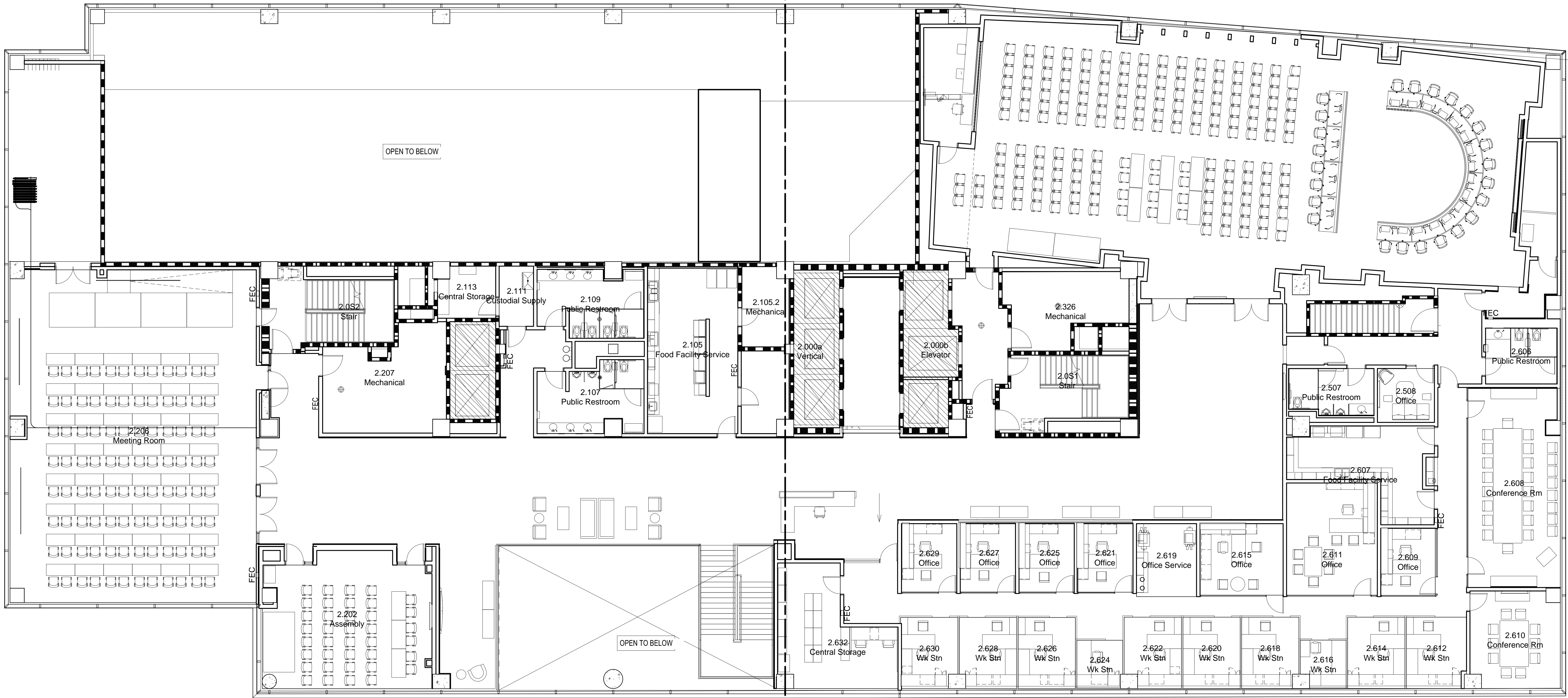


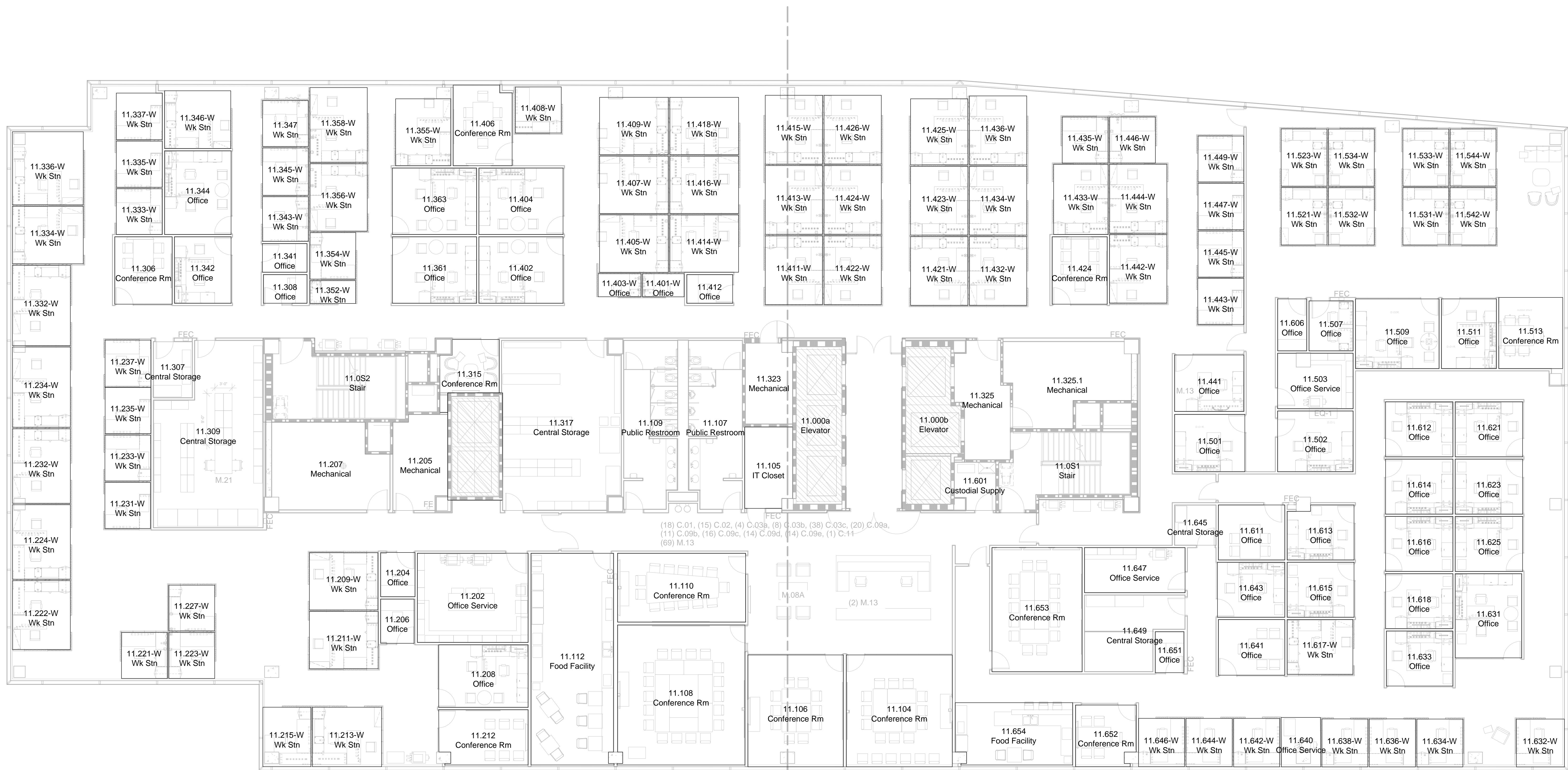
G5 ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL 01

SCALE: 3/32" = 1'-0"

A

B





11.336-W Wk Stn
11.334-W Wk Stn
11.332-W Wk Stn
11.237-W Wk Stn
11.234-W Wk Stn
11.235-W Wk Stn
11.233-W Wk Stn
11.231-W Wk Stn
11.224-W Wk Stn
11.222-W Wk Stn

11.337-W Wk Stn
11.346-W Wk Stn
11.335-W Wk Stn
11.344 Office
11.333-W Wk Stn
11.306 Conference Rm
11.342 Office

11.347 Wk Stn
11.358-W Wk Stn
11.345-W Wk Stn
11.343-W Wk Stn
11.341 Office
11.308 Office
11.354-W Wk Stn
11.352-W Wk Stn

11.355-W Wk Stn
11.406 Conference Rm
11.363 Office
11.404 Office
11.361 Office
11.402 Office

11.409-W Wk Stn
11.418-W Wk Stn
11.407-W Wk Stn
11.416-W Wk Stn
11.405-W Wk Stn
11.414-W Wk Stn
11.403-W Office
11.401-W Office
11.412 Office

11.415-W Wk Stn
11.426-W Wk Stn
11.413-W Wk Stn
11.424-W Wk Stn
11.411-W Wk Stn
11.422-W Wk Stn

11.425-W Wk Stn
11.436-W Wk Stn
11.423-W Wk Stn
11.434-W Wk Stn
11.421-W Wk Stn
11.432-W Wk Stn

11.435-W Wk Stn
11.446-W Wk Stn
11.433-W Wk Stn
11.444-W Wk Stn
11.424 Conference Rm
11.442-W Wk Stn

11.449-W Wk Stn
11.447-W Wk Stn
11.445-W Wk Stn
11.443-W Wk Stn

11.523-W Wk Stn
11.534-W Wk Stn
11.521-W Wk Stn
11.532-W Wk Stn

11.533-W Wk Stn
11.544-W Wk Stn
11.531-W Wk Stn
11.542-W Wk Stn

11.237-W Wk Stn
11.234-W Wk Stn
11.235-W Wk Stn
11.233-W Wk Stn
11.231-W Wk Stn

11.207 Mechanical
11.205 Mechanical
11.317 Central Storage
11.315 Conference Rm
11.0S2 Stair

11.109 Public Restroom
11.107 Public Restroom
11.105 IT Closet
11.323 Mechanical
11.000a Elevator

11.325 Mechanical
11.325.1 Mechanical
11.000b Elevator
11.601 Custodial Supply
11.0S1 Stair

11.441 Office
11.501 Office
11.606 Office
11.507 Office

11.509 Office
11.511 Office
11.513 Conference Rm

11.612 Office
11.621 Office
11.614 Office
11.623 Office
11.616 Office
11.625 Office
11.618 Office
11.631 Office
11.633 Office

11.227-W Wk Stn
11.221-W Wk Stn
11.223-W Wk Stn

11.209-W Wk Stn
11.204 Office
11.202 Office Service
11.206 Office
11.211-W Wk Stn
11.208 Office
11.212 Conference Rm

11.110 Conference Rm
11.112 Food Facility
11.108 Conference Rm
11.106 Conference Rm
11.104 Conference Rm

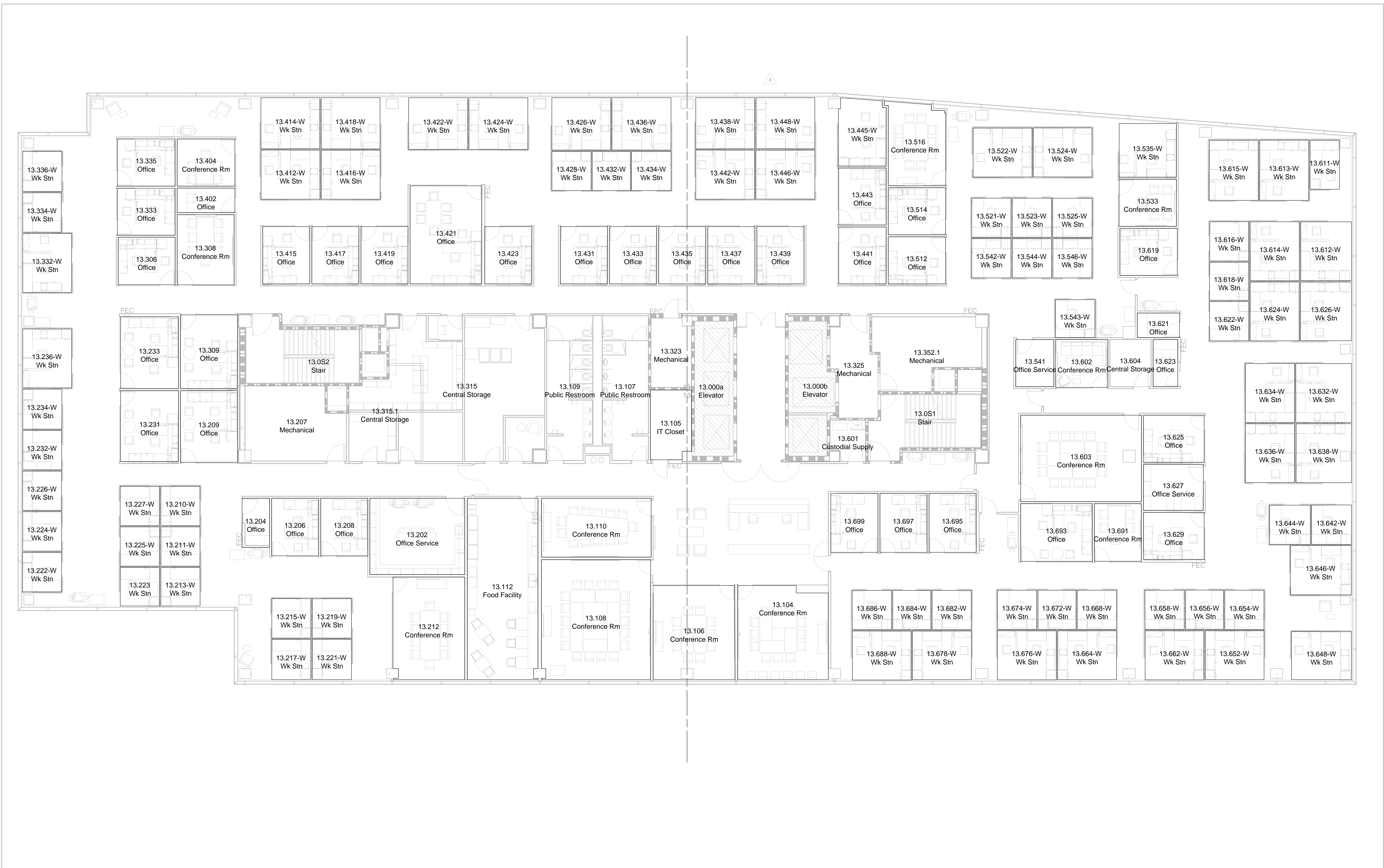
11.653 Conference Rm
11.647 Office Service
11.649 Central Storage
11.651 Office
11.654 Food Facility
11.652 Conference Rm

11.611 Office
11.613 Office
11.643 Office
11.615 Office
11.641 Office
11.617-W Wk Stn

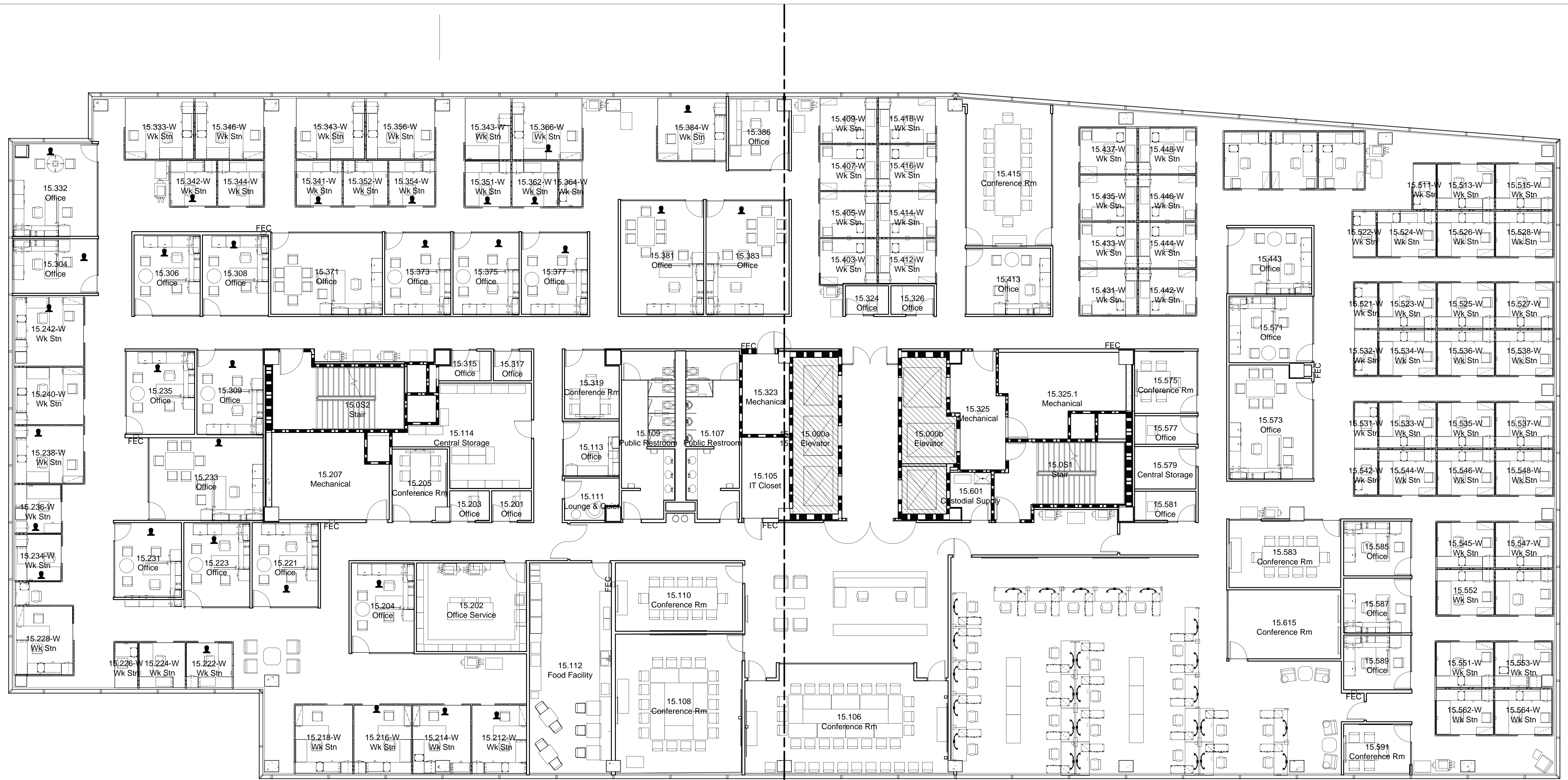
11.645 Central Storage

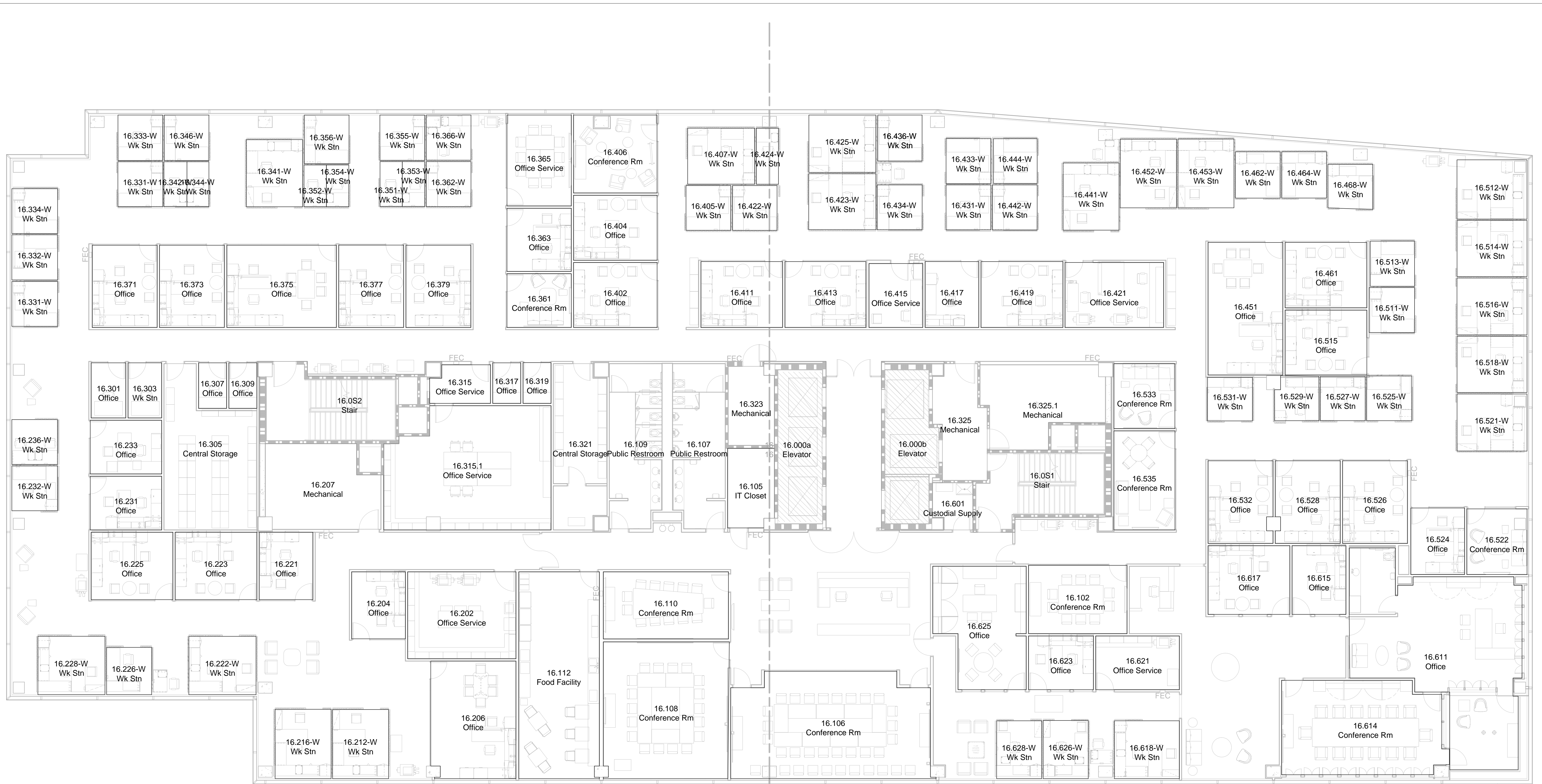
11.646-W Wk Stn
11.644-W Wk Stn
11.642-W Wk Stn
11.640 Office Service
11.638-W Wk Stn
11.636-W Wk Stn
11.634-W Wk Stn
11.632-W Wk Stn





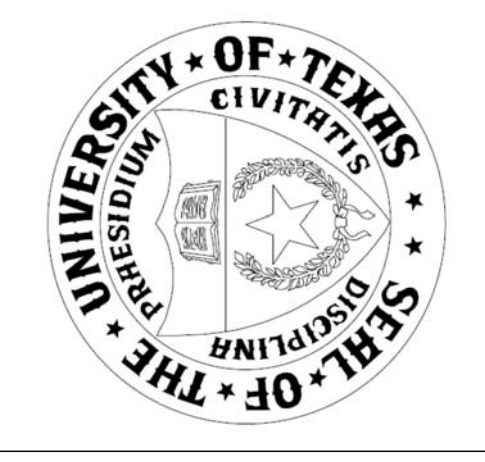






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Replacement Office Building
210 WEST 7TH STREET, AUSTIN, TX. 78701
OFPC PROJECT NO. 101-690



REVISION HISTORY

REVISION	DESCRIPTION	DATE

PROFESSIONAL SEAL: Firm Registration No. 958
Page Southerland Page, Inc.
REGISTERED ARCHITECT
STATE OF TEXAS
7732
4-2-2015

ARCHITECTURAL - FLOOR PLAN -
LEVEL 19 - OVERALL
DRAWN BY: MSE CHECKED BY: WAE
PROJECT NUMBER: 114023 PROJECT ABBREVIATION: UTS-ROB - STAGE 3
ORIGINAL ISSUE DATE: STAGE 3 - CONSTRUCTION DATE: 02 APR 2015

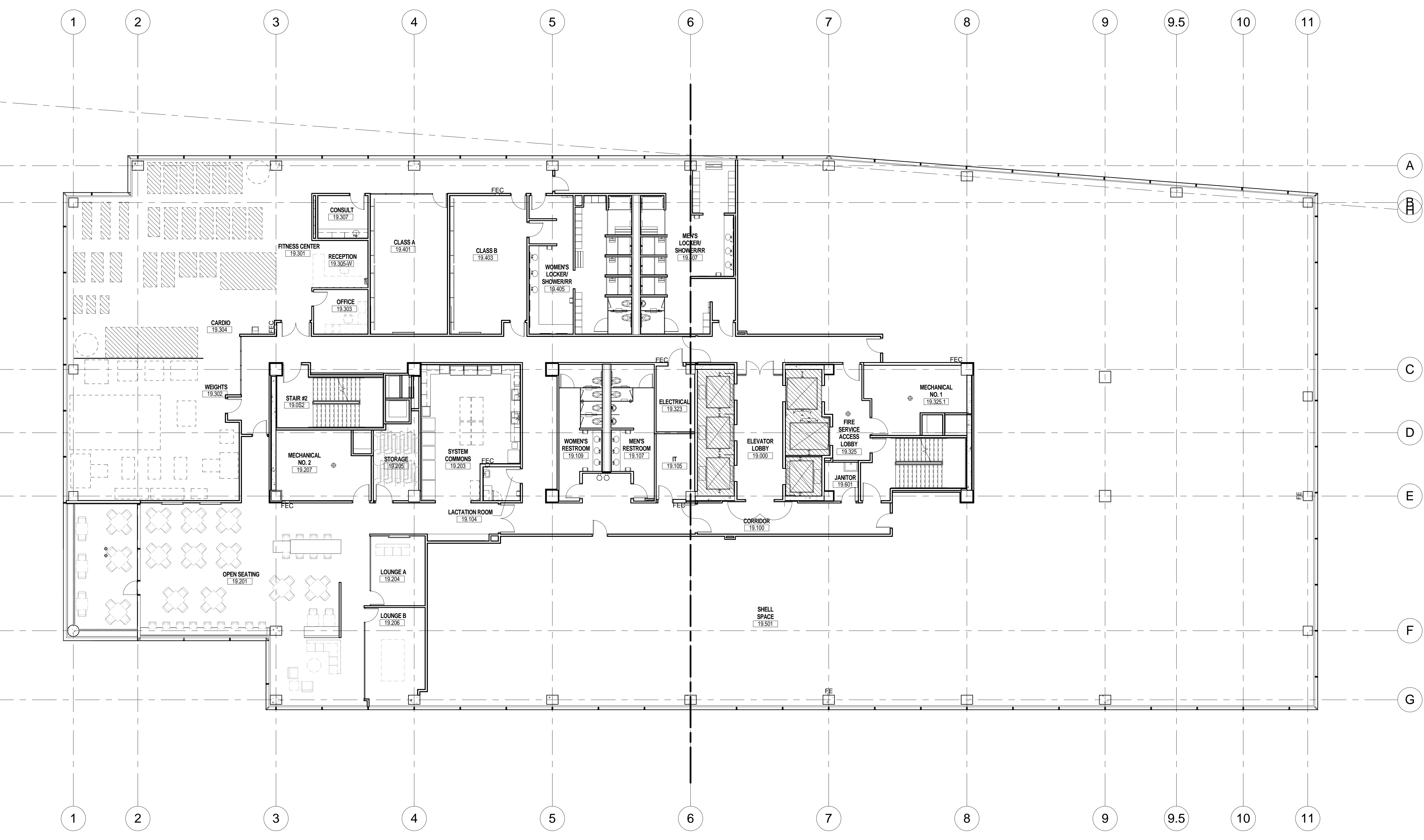
FLOOR PLAN GENERAL NOTES

1. COMPOSITE PLAN FOR REFERENCE ONLY

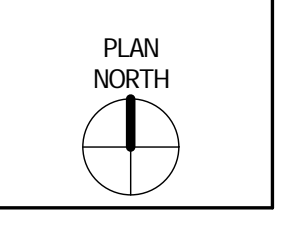
KEYED NOTES

NUMBER	DESCRIPTION

KEY PLAN (NOT TO SCALE)



1 ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL 19
SCALE: 3/32" = 1'-0"



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