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vaguilar@utsystem.edu Account ▾

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Solicitation Notice

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Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: Vanessa Aguilar

Contact Number: 512-499-4584

Contact Email: vaguilar@utsystem.edu

Solicitation ID: 720-2308

Solicitation Title: Custodial Services

Agency/Texas SmartBuy Member Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 12/22/2022

Response Due Date: 1/20/2023

Response Due Time: 2:30 PM

Solicitation Description:

The University of Texas System posted a solicitation opportunity for **Custodial Services**.

Attached you will find submission instructions for UT System RFP Public Portal - Bonfire. Please use the following link to access the solicitation documents and details:

<https://utsystem.bonfirehub.com/opportunities/82401>

Class/Item Code: 91039-Janitorial/Custodial Services

Modify Solicitation

Internal Notes

Cancel Solicitation

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_311785_RFP 720-2308 - Submission Instructions.pdf	RFP 720-2308 - Submission Instructions



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REQUEST FOR PROPOSALS

RFP No. 720-2308

Custodial Services

Submittal Deadline: Friday, January 20, 2023, at 2:30 p.m. local time

The University of Texas System
Office of Facilities Management

Prepared by:

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The University of Texas System
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Austin, Texas 78701-2982
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Issued: December 22, 2022

REQUEST FOR PROPOSALS

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- APPENDIX ONE: PROPOSAL REQUIREMENTS
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- APPENDIX FOUR: UT SYSTEM BUILDING GARAGE LOCATION

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

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

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

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

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

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

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

1.2 Background and Special Circumstances

The University of Texas System Building (**UTSB**) is located in downtown Austin and consists of one (1) high rise office building, totaling approximately 330,000 gross square feet, excluding non-air-conditioned parking garage area. UTSB requires (4) staff people during daily hours providing porter and other services.

- UTSB will be primarily occupied by UT System staff. Floors 12, 13, 14, and 16 are exclusively UT System floors.
- The 19th floor (the Commons) is an area for both UT System and tenants to utilize. It includes a high-performance gym, micro market, dining area, and social spaces. 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, 11, 15, 17-18 and partial of 19, are currently leased or available for lease. Tenant may require additional security clearance for vendors who enter their space.
- There are three (3) commercial business areas on the 1st floor. Two of which are lease spaces not intended to be included in this scope. Only one (1) commercial space on the first floor should be included with Proposer's proposal.

In addition to UTSB, UT System also maintains the UT System Police Academy (**Police Academy**) on Bee Caves Rd, southwest of Austin, totaling approximately 6,551 gross square feet and must be serviced twice per week. The Police Academy has the right to request services be performed on specific days according to business needs.

- Classroom/Office Facility – 1,405 square feet;
- Cadet Break Area – 960 square feet;
- Firing Range Office – 168 square feet;
- PT Building Restroom – 128 square feet;
- Milo Facility – 1,920 square feet;
- Cadet Shower Facility – 1,530 square feet;
- Restroom Facility – 440 square feet.

Other properties to be serviced under this RFP include University of Texas Education and Research Center in Laredo (**Laredo Center**). The Laredo Center requires one (1) staff person during daily hours providing porter and other services.

- The Administration Building, also known as the DD Hachar Building, was completed in 2002. This building (20,375 sq. ft, Bldg. 702) houses the Police Headquarters, Regional Dean's administrative offices, and meeting rooms on the first floor. On the second floor, there are two (2) classrooms and an auditorium.
- The Academic Building was completed in 2007. This L-shaped building (25, 214 sq. ft., Bldg. 706) houses classrooms, laboratories, library, faculty offices, clinical research unit, meeting rooms, and other resources for training programs.

Additionally, the University Lands office in Midland (**University Lands**) totals 16,676 square feet of office space, breakrooms, and restrooms. University Lands must be serviced nightly and has the right to request additional services be performed on specific days according to business needs.

UTSB, Police Academy, Laredo Center, and University Lands will hereby be referred to collectively as **University**.

1.3 Objective of Request for Proposals

University is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposals (**RFP**), including Custodial Services.

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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 UT System, which is comprised of thirteen (13) institutions described at <http://www.utsystem.edu/institutions>. UT 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.

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SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until 2:30 p.m. local time on Friday, January 20, 2023 (**Submittal Deadline**).

2.2 RFP Contact Information and Questions

Interested parties must submit questions about this RFP through University's Bonfire portal:

<https://utsystem.bonfirehub.com/portal/?tab=openOpportunities>

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before Wednesday, January 11, 2023 (**Question Deadline**), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.

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

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

2.3.2.1 Pricing for Work;

2.3.2.2 Proposer Experience;

2.3.2.3 Project Approach; and

2.3.2.4 Operating Methodology and Practices.

2.4 Key Events Schedule

Date RFP Issued	December 22, 2022
Pre-Proposal Conference (ref. Section 2.6)	January 6, 2023
Question Deadline (ref. Section 2.2)	January 11, 2023
Submittal Deadline (ref. Section 2.1)	2:30 p.m. local time on Friday, January 20, 2023

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to utilize historically underutilized businesses (each a **HUB**) in contracts. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies and state universities. Pursuant to the HUB program, if a Contractor plans to subcontract any of the Services under the terms of any agreement or contractual arrangement *resulting from* this RFP, then the Contractor must make a good faith effort to utilize HUBs certified by the State of Texas. Proposals that fail to comply with the requirements contained in the HUB Subcontracting Plan (HSP) referred to in section 2.5.3 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. **Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any 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 [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB subcontracting participation goal for this RFP is **26% of the expected value of the Proposer's entire proposal.**
- 2.5.3 A HUB Subcontracting Plan (**HSP**) is **required** as part of, *but submitted separately from*, Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

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

Questions regarding the HSP may be directed to:

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

RFP 720-2308 – Custodial Services

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

Instructions on Completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most current HUB Subcontracting Plan (HSP) / Exhibit H form for use with this RFP. Proposer will find on the HUB Forms webpage a link to "Guide to Selecting the Appropriate HSP Option". **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select from the **THREE (5) Options** available, the Option that is most applicable to Proposer's subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat / Reader* to utilize the fillable function. **Each Option is accompanied by an HSP Completion Guide.** If Proposer has any questions regarding which Option to use, *Proposer shall contact the HUB Coordinator listed in Section 2.5.3.*

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

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

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

- 2.5.4 University may offer Proposer an opportunity to seek **informal review of its draft HSP** by University's HUB Office before the Submittal Deadline. If University extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6** of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer's draft HSP by University will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5.3.**

2.6 Mandatory Pre-Proposal Conference

University will hold a **mandatory** pre-proposal conference at **10:00 a.m. local time on Friday, January 6, 2023**. The pre-proposal conference will include a walkthrough of the common areas and a typical office floor at UTSB as well as a virtual walkthrough of the Police Academy, Laredo Center, and University Lands. The pre-proposal conference will also allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of the RFP. Proposers must attend the pre-proposal conference to submit a proposal.

Registration is required to attend. To register, email Vanessa Aguilar at vaguilar@utsystem.edu no later than noon on Thursday, January 5, 2023.

Proposers are instructed to meet in the UTSB lobby area and may park in the UTSB garage (ref. **APPENDIX FOUR**). UTSB is located at 210 West 7th Street, Austin, TX 78701.

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SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

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

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

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

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

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

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

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

3.4 Submittal Checklist

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

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

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

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

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

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

3.4.6 Signed and Completed HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5**)

3.4.7 Redlined Sample Agreement (if applicable) (ref. **Section 5.3.1** and **APPENDIX TWO**)

SECTION 4

GENERAL TERMS AND CONDITIONS

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

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SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

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

5.2 Intentionally Omitted

5.3 Additional Submittals Specific to this RFP

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

5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**, Proposer must submit a redlined version of **APPENDIX TWO** and a detailed list of reasons for the exceptions as part of its proposal.

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

5.4 Scope of Work

NOTE: Work must commence on March 1, 2023.

Contractor will provide the following services as outlined below and must supply all equipment and routine supplies required to perform Work.

UTSB: Entire scope.

Police Academy: Services listed in 5.4.1-5.4.4 to occur twice a week instead of nightly. All other scope to be performed as described. Exclude 5.4.10 for this property.

Laredo Center: Exclude 5.4.3 for this property.

University Lands: Services listed in 5.4.1, 5.4.4-5.4.9. Exclude 5.4.2, 5.4.3, and 5.4.10 for this property.

5.4.1 Nightly Cleaning – Office Areas

Specifics include:

- A. All trash receptacles emptied, trash removed to collection point and cans replaced where found. 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. 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.
- K. Disinfect water fountains if present.
- L. Remove trash from shredder bins as directed by Facility Manager.
- M. Clean and refresh office/cubical during employment transition on an as-needed basis or as directed by Facility Manager.

5.4.2 Nightly Cleaning – Restrooms

Specifics include:

- A. Stock and replenish paper towels, toilet tissue, hand soap, and body 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 (mats to be furnished by contractor).
- 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, restroom walls, and interior glass offices as needed.
- N. Disinfect water fountain.

5.4.3 Nightly Cleaning – Locker Rooms and Wellness Center

- A. Clean shower walls and disinfect, polish bright work.
- B. Clean bench seats in gym shower areas and disinfect.
- C. Manage the laundry bins and set aside when full. Third-party contractor will pick up, launder, and replace.
- D. Restock disinfectant wipes in the gym (to be furnished by the Contractor).

5.4.4 Nightly Cleaning – Kitchens, Break Rooms, and Coffee Bars

- A. All trash receptacles emptied, trash removed to collection point and replaced where found. 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 non-tenant occupied kitchens.

5.4.5 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 located in 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, and pick up dropped waste in both stairwells.
- G. Clean and wipe down the refrigerators.

5.4.6 Weekly Cleaning – All Areas

- 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, windowsills, pictures, railings, and all manner of furniture. 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.
- G. Wipe and dust fitness equipment.
- H. Dust windowsills in the Wellness Center.
- I. Clean inside refrigerators and remove expired food.
- J. Garage call boxes and light fixtures are to be wiped on each floor.
- K. The guard kiosk located in the garage must have the floor mopped, interior and exterior glass cleaned, and inside kiosk disinfected.

5.4.7 Bi-Weekly Cleaning – All Areas

- A. Buff hard surface floors 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.

5.4.8 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.

5.4.9 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 regarding 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.

5.4.10 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 be brought to the attention of University Facilities Management immediately, 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 will be left as they are found. Offices are to be re-locked or left unlocked according to office instructions.
- D. Carpeting must be cleaned, upon request, for an additional fee.
- E. Hard surface floors will be stripped and refinished, upon request, for an additional fee.
- F. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- G. Exterior windows will be cleaned for an additional fee, following all appropriate safety measures.
- H. In the event of a freeze, when slip resistant material is laid to prevent falls, Contractor will help prevent damage to the interior floors and will help to sweep up the material post freeze.

5.4.11 Day-time Staff Persons

Contract will provide full-time staff people from Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., with occasional after hours, to support 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 UTSB. Additional event setup staff may be provided for an additional fee. All full-time staff persons must be uniformed with a polo shirt and khaki pants. The color of the polo shirt will be chosen by University.

5.4.12 Furnish and install EnMotion Touchless stainless steel paper towel dispensers in kitchens, break areas and restrooms in all facilities. Contractor to provide paper towel dispensers for approval. University preferred product is Georgia Pacific Product #20035.

5.4.13 Contractor will provide "One Shot" Liquid Hand Soap 800 ml lotion soap with moisturizer and batteries for soap dispensers at seventy-five (75) locations in UTSB, including restrooms, break rooms, and kitchens.

5.4.14 Contractor will walk the exterior perimeter of the building once a day to pick up trash.

5.5 Contractor Rights and Responsibilities

5.5.1 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.

5.5.2 Standard of Performance

Contractor agrees to use its best efforts, skill, diligence, judgment, and abilities to perform Work in accordance with the standards specified in **Section 5.4** and the highest standards of Contractor's business.

5.5.3 Quality Control

University desires to keep optimum cleanliness. Contractor will permit inspection of its operations at any time by University to determine that University standards of quality and cleanliness are being met and to ensure compliance with the Scope of Work in **Section 5.4**.

A monthly inspection of the service areas will be performed by Facilities Management to ensure compliance with the Scope of Work in **Section 5.4**.

5.5.4 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.

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

A. Contractor agrees to:

1. Maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance;
2. Assign an adequate number of personnel to the service areas to ensure consistent, efficient and satisfactory performance;
3. 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; and
4. Execute the appropriate confidentiality and non-disclosure agreement with each member of its employees or personnel. Such information shall be communicated to each member of staff that works on UT System premises and Contractor will ensure that each staff member understands the requirements of such expectation prior to beginning work on-premises.

B. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Work specified in **Section 5.4** 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 University has the rights to (a) require identification from any person on University premises, (b) refuse entry to persons having no legitimate business on University 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 rights described in this Section.
- D. Every employee and agent of Contractor assigned to duty on University premises will have prominently displayed on his or her person at all times while on University 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 University.
- E. Contractor will advise University representative of the telephone numbers and addresses of Contractor's management personnel and will arrange for at least one (1) 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.

5.5.6 Supervision

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. Supervisory Staff will be on University premises at all times while Work is being provided and will not leave University 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 Work.

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

Supervisory Staff will have regular meetings with Facilities Management Manager to review Work, complaints, staffing and any other issue related to Contractor's performance.

5.5.7 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 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.

5.5.8 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 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.

5.5.9 Parking

All Contractor employees with vehicles who desire to park on premises are required to register with University on their hire date. University will provide free parking onsite. If permit is provided, Contractors will need to display parking permit (tag) on vehicle at all times.

5.6 **Additional Questions Specific to this RFP**

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

Proposer 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 Work 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.

University reserves the right to contact references provided at any time during the RFP process.

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?

Project Approach (20%)

4. Provide the work plan that delineates Proposer's approach to complete the Work described in this RFP (ref. **Section 5.4**). The plan must include Proposer's local existing staffing capacity and describe how the addition of University as a client would affect staffing and Proposer's operation.
5. Describe Proposer's plan for communicating with University 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.
6. 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%)

7. Describe Proposer's program for ensuring high quality control standards.
8. Provide MSDS information for the products Proposer plans on using to clean service areas.
9. Describe Proposer's training program to include:
 - Training topics;
 - Lead trainers; and
 - Frequency of training.
10. Describe Proposer's process for service evaluation to ensure proper personnel are placed and meeting expectations.
11. Describe Proposer's resources for back-up staffing, emergencies, and project work.
12. Describe Proposer's "Work Order" system and how existing clients communicate service requests to Proposer.
13. Describe how Proposer has addressed Cure Notices or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
14. Describe Proposer's plan to facilitate the smooth continuation of service, if necessary, from the current service provider.
15. Provide organizational chart and supervisory staff for each location.
16. Provide Proposer's plan for regular site visits and meeting with University contact at each location.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No: 720-2308 – Custodial Services

To Whom It May Concern:

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

6.1 Term of Agreement

University anticipates entering into an Agreement with Contractor for an initial term of three (3) years. University may elect to renew the Agreement for up to two (2) additional one (1) year terms.

6.2 Pricing for Work (30%)

A. Provide monthly pricing for the Scope of Work outlined in **Section 5.4** of the RFP.

Price for Work (UT System Building) \$ _____ / month

Price for Work (Police Academy) \$ _____ / month

Price for Work (Laredo Center) \$ _____ / month

Price for Work (University Lands) \$ _____ / month

B. Provide a list of other applicable fees (ref. **Section 5.4.10** of the RFP).

6.3 Discounts

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

6.4 Schedule of Events and Time Periods

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

_____ Calendar Days

6.5 Payment Terms

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

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 services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

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

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and publish 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.

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3**.*

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

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5**. University will not accept proposals submitted by mail, email, telephone, or FAX transmission.

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.16 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.

- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 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: 720-2308 – 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)

(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 THREE (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

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

- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

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

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No: 720-2308

To Whom It May Concern:

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

Note: The number of initials required should correspond directly to the total number of Addenda issued.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

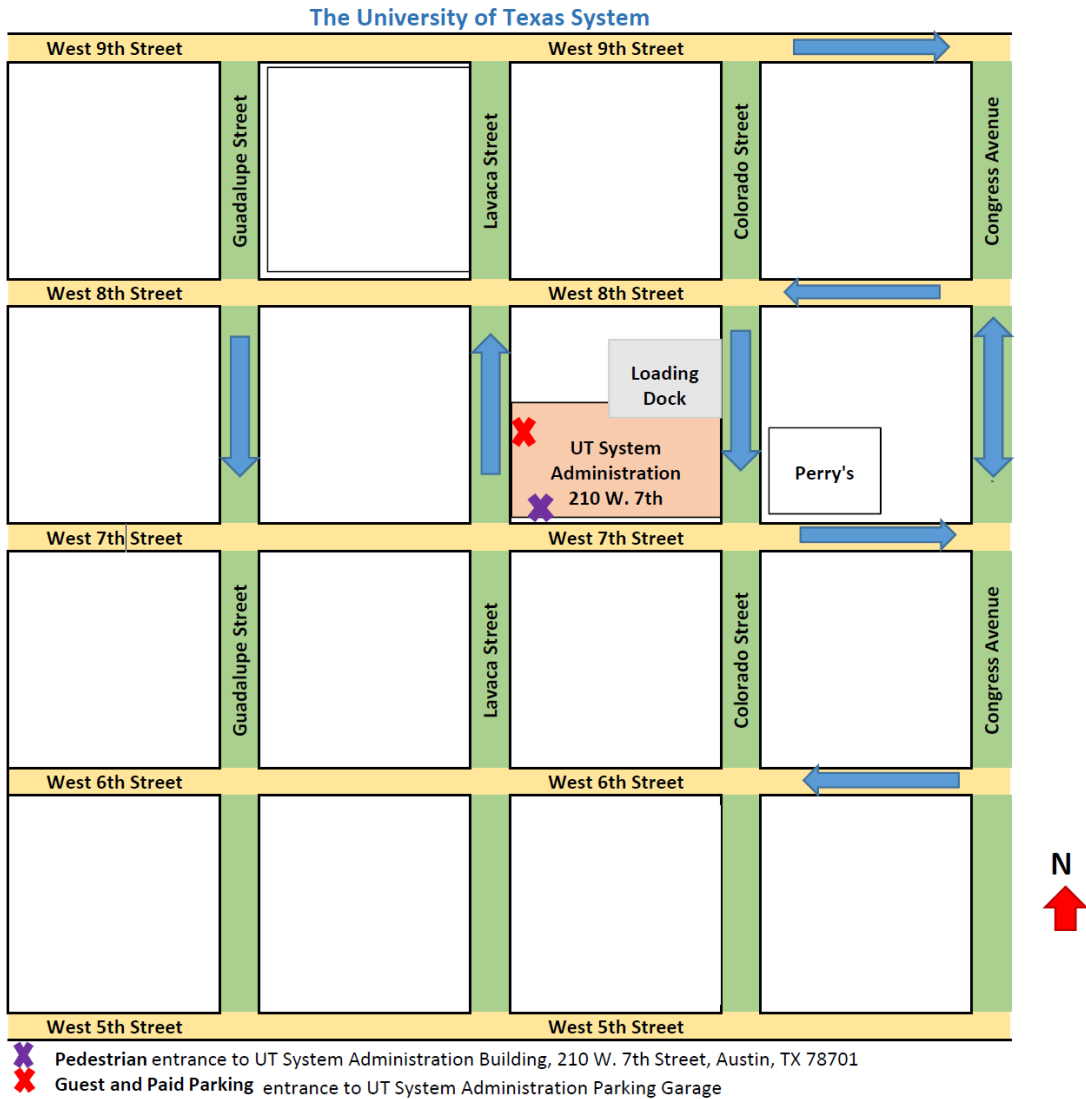
CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php) 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		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	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 FOUR

UT SYSTEM BUILDING GARAGE LOCATION



Guest Parking: *UT System Administration Parking Garage is available for UT System guests and tenants. After parking, take Parking Garage elevators (located on the West side) to the 1st floor lobby and check in with the Guard Desk. The Guard will issue a temporary access badge and page your party to greet you. If the Parking Garage is at capacity, metered parking is available along the streets or Public Parking garages may be utilized at guest's expense.*