



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

REQUEST FOR PROPOSAL (RFP)

RFP No: 789-220124F

For
Custodial Services

All Proposals Must be Received No Later Than:
March 23, 2:30 p.m. Central

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Issue Date: March 2, 2022

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Section 1 – General Information

1.1 OBJECTIVE: Lamar Institute of Technology (“LIT”) is soliciting proposals in response to this Request for Proposal RFP No. 789-220124F (this “RFP”), from qualified vendors to provide custodial services (the “Services” or “Project”). LIT expects to enter into a contract with the selected firm or firms to provide the Services as further described in **Section 5** of this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. LIT will select the proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “Proposers.”

1.2 DESCRIPTION OF LIT: Lamar Institute of Technology traces its roots back to September 17, 1923 when South Park Junior College opened with 125 students and a faculty of 14. In 1932, separate facilities were provided, and the name of the institution was changed to Lamar College, to honor Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas.

On September 1, 1995, the Institute of Technology was established as an educational center of Lamar University and a Member of The Texas State University System (TSUS). The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

Lamar Institute of Technology is a special purpose postsecondary coeducational organization, a two-year technical “Institute” that primarily offers associate degrees, certificates, and non-credit workforce skills training. We focus on teaching excellence, student success and community engagement. We are an open-door postsecondary institution ready to serve all students. LIT provides a curriculum consisting of over 65 degree and certificate programs covering a wide range of career and technical educational opportunities. We are accredited by the Southern Association of Colleges and Schools Commission on Colleges. The LIT campus in Beaumont is about 90 miles east of Houston and about 25 miles west of Louisiana.

1.3 CONTRACT TERM: The initial contract term shall be for two (2) years, beginning on the effective date of the Agreement. LIT may renew the contract for up to three (3) additional one (1) year terms. Notice of renewal will be issued in writing approximately thirty (30) days prior to the end of the current performance period. The total duration of the contract, including the exercise of renewals, shall not exceed five (5) consecutive years.

LIT intends for Services to be provided seamlessly during any transitional time that may be required after award, if any, of this RFP. **The selected firm must allow time to put in place any staffing, equipment or supplies required to begin providing the Services as of September 1, 2022.**

1.4 SCHEDULE OF EVENTS:

DATE:	EVENT:
March 2, 2022	Publication of RFP on the Electronic State Business Daily
March 10, 2022	10:00 a.m. , Optional Pre-proposal Conference
March 11, 2022	12:00 p.m. , Deadline to submit written questions
March 23, 2022	2:30 p.m. , Deadline to submit Proposal
September 1, 2022	Anticipated Contract start date

1.5 CLASS AND ITEM (NIGP) CODES: The related Class and Item code(s) for goods / services requested are: 910-39

1.6 GROUP PURCHASING AUTHORITY: Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas institutions of higher education (“IHEs”) routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, 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 consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

Section 2 – Notice to Respondents

2.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) after the Solicitation is completed.

- 2.1.1 LIT 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, Chapter 552, and Texas Government Code.*
- 2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- 2.1.3 Information provided to Proposer by LIT, and information provided to Proposer by members of the public or any other third party shall belong to LIT.
- 2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.
- 2.1.5 If LIT receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, LIT will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.

2.2 POINT OF CONTACT: LIT designates the following person as its representative and Point of Contact for this RFP:

Sheryll Snider

Email: spsnider@lit.edu

LIT instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with LIT and direct all questions regarding this RFP in writing to the Point of Contact.

2.3 PROPOSER QUESTIONS: After the RFP is advertised, Proposers will have until **Friday, March 11, 2022 at 12:00 p.m. Central** (the “**Question Deadline**”) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to LIT’s Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (“**ESBD**”) at: <http://www.txsmartbuy.com/esbd> Enter “**789**” in the **Agency Number** field to search ESBD for Lamar Institute of Technology solicitations. LIT will provide responses as soon as practicable following the Question Deadline however, LIT reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESBD for Addenda.

2.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by LIT as a written addendum. Addenda, if required, will be issued by LIT and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. LIT intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by LIT must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 9**).

2.5 EVALUATION OF PROPOSALS: It is the intent of LIT to award a contract to the responsible, responsive Proposer(s) that submits a proposal that meets the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) Texas Education Code, to LIT. All properly submitted proposals will be reviewed, evaluated, and ranked by LIT. Proposals will be evaluated by a review panel based on the criteria and relative criteria weights listed below. Only criteria designated in the solicitation can be considered in the award determination.

EVALUATION CRITERIA AND WEIGHTED VALUES (100% maximum):

Best Value Criteria		RFP Specific Criteria	Weight
1	purchase price	Pricing (reference Section 7)	30%
2	the total long-term cost to the institution of acquiring the vendor's goods or services		
3	the reputation of the vendor and of the vendor's goods or services	Vendor Experience (reference Section 11.1)	30%
4	the vendor's past relationship with the institution		
5	the quality of the vendor's goods or services	Project Approach (reference Section 11.2)	40%
6	the extent to which the goods or services meet the institution's needs		
7	any other relevant factor that a private business entity would consider in selecting a vendor		

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

2.6 PRESENTATIONS: LIT may, at its sole discretion, invite select responsive firm(s), at the firm(s) expense, to give an oral and/or written presentation and respond to questions. Presentations, at LIT's discretion, may be either on site at LIT's offices in Beaumont, Texas or by video conference.

2.7 NEGOTIATIONS: If possible, an award will be made without negotiating. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. If Best and Final Offers are requested, they will only be requested if negotiations are held. Proposer's are strongly encouraged to submit the best offer at the time proposals are due.

2.8 AWARD OF CONTRACT:

2.8.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted

through a purchase order or fully executed contract. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, TSUS and LIT policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

2.8.2 Tie Proposals: Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

2.8.3 Multiple Awards and Utilization: It may be determined that having the Services provided by multiple Proposers is more advantageous to LIT. LIT reserves the right to make multiple awards against this RFP. LIT will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any contract that may result from the RFP.

2.8.4 No Guarantee of Award: LIT makes no warranty or guarantee that an award will be made as a result of this RFP. LIT reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in LIT's best interest. LIT reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to LIT, at LIT's discretion. Representations made by Proposer within its proposal will be binding on Proposer. LIT will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

2.9 LIT'S RESERVATION OF RIGHTS: LIT may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. LIT reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. LIT makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by LIT.

2.11 NON-REIMBURSEMENT FOR COSTS: Proposer acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit proposals at their own risk and expense.

2.12 CONFLICTS/CONTACT: Respondents shall not contact LIT employees about this RFP until the resulting contract(s), if any, are fully executed.

2.13 OWNERSHIP AND USE OF WORK MATERIAL: All work material, whether accepted or rejected by LIT, is the sole property of LIT and for its exclusive use and re-use at any time without further compensation and without any restriction.

2.14 TERMINATION/CANCELLATION: LIT may terminate any resulting agreement for any reason, including material changes to selected Proposer's firm, upon thirty (30) days written notice to the other party.

- 2.15 CERTIFICATE OF INTERESTED PARTIES:** Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 2.16 OPTIONAL PRE-PROPOSAL CONFERENCE:** LIT will hold a pre-proposal conference on **March 10, 2022 at 10:00 a.m. Central, in Room 102 of the ExxonMobil Petrochemical and Advanced Technology Center**. While this conference is optional, LIT encourages potential Proposers to attend.

Section 3 – Requirements of Proposal

- 3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION:** LIT will receive proposals for this RFP at the time and location described below. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), **prior** to the specified due date and time noted in this Section.

Submittal Deadline: Tuesday, March 23, 2022 at 2:30 PM Central

Lamar Institute of Technology
Attn: Sheryll Snider / RFP 789-220124F
855 E Lavaca
Beaumont, Texas 77705

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

- 3.2 HISTORICALLY UNDERUTILIZED BUSINESSES:** It is the policy of LIT to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUBs”). Accordingly, LIT has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of \$100,000 or more. If LIT determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

3.2.1 LIT has determined that subcontracting opportunities are probable under this RFP.

3.2.2 A HUB Subcontracting Plan is a requirement of this RFP. **APPENDIX TWO** provides information about the HUB Subcontracting Plan form.

3.3 PROPOSAL FORMAT AND REQUIRED COPIES:

- 3.3.1 **Unacceptable Proposal Delivery Methods:** LIT will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.
- 3.3.2 **Proposal Envelope/Box/Container:** Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed and delivered to LIT by the Submittal Deadline for receipt by the Point of Contact.
- 3.3.3 **Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

- A. Cover page
- B. Table of Contents
- C. Executive Summary of Proposal
- D. Pricing and Delivery Schedule (ref. **Section 7**)
- E. Execution of Offer (ref. **Section 9**)
- F. Proposer's Questionnaire (ref. **Section 10**)
- G. Additional Questions Specific to RFP (ref. **Section 11**)
- H. Statement of agreement with terms or redlined agreement (ref. **Section 12**)
- I. HUB Subcontracting Plan form and all required HUB documentation (ref. **Section 3.2** and **Appendix Two**)
- J. Proposer's completed and signed US IRS form W-9
- K. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as "Supplemental Information" and in a separate tabbed section of the proposal.

NOTE: Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

- 3.3.4 **Required Copies:** Proposer must submit:

- A. **One (1)** complete paper copy of its entire proposal (including pricing information and the signed HUB plan)

- B. **Four (4)** paper copies of its proposal that **does not** contain pricing information relative to **Section 7**
- C. **One (1)** electronic copy of the proposal in a single .pdf file via a USB flash drive as detailed below*

An **original** signature by an authorized officer of Proposer's firm must appear on the Execution of Offer (ref. **Section 9**) of the electronic copy of the entire proposal and at least one (1) paper copy of the submitted proposal. The paper copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

*The USB flash drive must contain the following four (4) individual and separate files:

- A. One (1) complete electronic copy of the entire proposal, in a single .pdf file
- B. One (1) electronic copy of the proposal in a single .pdf file that **does not** contain pricing information relative to **Section 7**
- C. One (1) redlined electronic copy of **APPENDIX ONE**, if applicable, in an editable format (i.e. Microsoft Word)
- D. One (1) complete electronic copy of the signed HUB Subcontracting Plan

3.5 PRICING: Proposer shall provide all-inclusive pricing as requested in **Section 7** of this RFP. All pricing must be in United States Dollars.

3.6 EXECUTION OF OFFER: Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 9**) as part of the proposal. The Execution of Offer must be signed by an authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

3.7 PROPOSER'S QUESTIONNAIRE: Proposer must completely answer all questions asked in **Section 10** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.8 ADDITIONAL QUESTIONS SPECIFIC TO RFP: Proposer must completely answer all questions asked in **Section 11** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.9 VALIDITY PERIOD: By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification. Only additions / modifications to **APPENDIX ONE** (ref. **Section 12**) will be considered by LIT.

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.

4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS:

- 4.1.1 **Rules, Regulations & Statutes:** LIT is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, LIT Policies and Procedures in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.
- 4.1.2 **Submittal Deadline Exception:** If LIT is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- 4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in LIT's office prior to the specified opening date and time.
- 4.1.4 **FOB Designation:** Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 4.1.5 **Pricing:** Proposal prices are requested to be firm for LIT acceptance for 120 days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be in United States dollars. LIT will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.
- 4.1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 4.1.7 **Right to Accept or Reject:** LIT reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of LIT and the State of Texas.
- 4.1.8 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by LIT.

- 4.1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. LIT is not liable for any costs incurred by a Proposer in response to this RFP.
- 4.1.10 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 LIT, at LIT's sole discretion.
- 4.1.11 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by LIT, at LIT's sole discretion.

4.2 SPECIFICATIONS:

- 4.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references indicate the type and quality required by LIT. Proposals on brands of like nature and quality will not be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.
- 4.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 4.2.3 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of LIT.
- 4.2.4 **Oral Statements:** LIT will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
- 4.2.5 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- 4.2.6 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of LIT. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.3 NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of LIT.

4.4 CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.

4.5 PROPOSER AFFIRMATION: Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

- 4.5.1 **Vendor Ethics - Gratuities:** As an agency of the State of Texas, LIT holds the trust of the public. All Proposers and persons doing business with LIT must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a LIT employee that might reasonably appear to influence the employee in the discharge of official duties. LIT may, by written notice to the Proposer, cancel this contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of LIT with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by LIT pursuant to this provision, LIT shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
- 4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5.4 Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to LIT prior to contract execution.

4.5.6 Pursuant to Section 2155.004 Government code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

4.5.7 Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

Section 5 – Scope of Work

The purpose of this RFP is to solicit proposals to enter into a contract with a qualified and experienced firm(s) to obtain timely and professional Services as described herein. The successful Proposer, if any, is referred to as the “**Contractor.**” Services described in this RFP will be provided to, and on behalf of, LIT.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and/or services that their firm feels may benefit LIT in addition to the requirements listed in this RFP (ref. **Section 10.4**).

Contractor will provide the following Services to LIT:

5.1 INTRODUCTION AND BACKGROUND:

- 5.1.1 LIT Custodial Services: Currently LIT facilities consist of approximately fourteen Educational and General Purpose (E&G) buildings representing approximately **246,022** gross square feet (GSF). These E&G buildings include ten on the LIT campus in Beaumont, Texas, three sites in Beaumont, and one site in Silsbee, Texas.
- 5.1.2 LIT campuses are in operation throughout the entire calendar year with stronger populations of students, faculty and staff during the period identified as Fall Semester, Spring Semester and Summer Session I and II.

5.2 PROPOSER INFORMATION: Proposer should include the following information in their response. The materials submitted should be in sequence and related to the RFP. Note that the proposals will be evaluated on well the RFP instructions are followed.

- 5.2.1 **Company Profile:** History of company, year founded, philosophy or mission statement, description of types and number of accounts served, number of employees, ownership of company and business classification (corporation, partnership, sole proprietorship).

Proposer should describe in reasonable fashion the business organization form, including, if applicable, the state in which the corporation is incorporated, principal officers, and of what entities the organization is a subsidiary, if applicable.
- 5.2.2 **Qualifications:** Each Contractor shall submit evidence of qualifications that would indicate the ability to satisfactorily perform the custodial services defined elsewhere in this document. Contractor should have been in cleaning business for a minimum of five consecutive years.
- 5.2.3 **References:** Contractor should submit, along with contact name and phone number, at least three commercial and or higher education accounts serviced by the vendor for at least two years that are similar in size, type, and quality of cleaning to this proposal. LIT reserves the right to contact these references.

Contractor is required to list all commercial and or higher-education Contracts lost in the last three years with reason for cancellation or non-renewal. LIT reserves the right to

contact these businesses, institutions, etc. and requests that contact information be included for each account.

5.2.4 **Staffing Plan and Policies:** Using the attached Staffing Schedule **Section 8** show number of proposed full-time and part-time employees. Provide the staff category (full-time, part-time, manager, supervisor, floor technician, porter etc.)

5.2.4.1 Explain staffing and management plan for campus.

5.2.4.2 Provide an organizational chart for Contractors employees assigned to LIT.

5.2.4.3 Provide resumes for key corporate and site employees, including project manager.

5.2.4.4 Proposers shall designate a "Contractor's responsible person" (Custodial Manager) who will reside locally and manage the Contract for the Proposer. LIT reserves the right to interview and approve the selection of the Custodial Manager. If proposed custodial on-site manager is changed, LIT reserves the right to approve the newly proposed manager. Contractor must be willing to reassign any employees from direct contact with LIT personnel or students when requested to do so by LIT. Such request shall only be made on the grounds that continued employment in contact with students and or LIT employees would be detrimental to LIT's public relations. LIT may also ask the Contractor to remove any employee from LIT premises for cause, if due notice is given the Contractor by LIT. Contractor shall insure that situations involving nepotism among the supervisors, assistants, and technicians are strongly discouraged, and will take action to terminate such situations if LIT so requests.

5.2.4.5 Contractor must recognize that satisfactory public relations with students, faculty, staff, and visitors to LIT campus is an important part of the custodial service. Proposers should provide as part of the proposal provisions covering service to customers, including information on training programs that impact customer service.

5.2.4.6 Proposers are requested to provide a staffing proposal in their response to include an indication of employment of current LIT custodial employees.

5.2.5 **Operations Plan and Policies:**

5.2.5.1 Explain quality control procedures.

5.2.5.2 Explain emergency cleaning procedures.

5.2.5.3 Include training manual and safety manual with procedures for each which will be implemented at LIT.

- 5.2.5.4 List grades, qualities, and brand name of chemicals that would be used at LIT. Provide MSDS sheets for proposed chemicals. LIT will have final approval of all chemicals used.
 - 5.2.5.5 Provide list of machines, equipment, and supplies proposer will use. LIT will have final approval of all machines, equipment, and supplies used.
 - 5.2.5.6 Proposer should use existing brands and models of hand towel dispensers, toilet tissue dispensers, sanitary napkin dispensers, and soap dispensers. All products used should be compatible with existing dispensers or Contractor may provide new dispensers at Contractor's expense with LIT's approval.
 - 5.2.5.7 Explain security plans and procedures.
 - 5.2.5.8 Provide description of infection control plans and procedures including emergency preparedness planning for crises, epidemics, and pandemics situations.
 - 5.2.5.9 Provide description of standard protocol for addressing the following for Contract personnel: incident/accident reporting; exposure to and/or diagnosis of Coronavirus Disease 2019 (COVID-19); customer complaint resolution.
 - 5.2.5.8 Provide description of uniforms (and image if available) to be worn by Contract personnel.
 - 5.2.5.9 Provide safety history of your firm and a general plan on safety practices to be followed at LIT.
 - 5.2.5.10 Proposer shall agree to fully cooperate with LIT Security concerning the enforcement of LIT regulations.
 - 5.2.5.11 To insure a smooth transition and uninterrupted service of operations, proposers should submit a detailed transition plan as part of the proposal.
- 5.2.6 **Pricing:** Proposer shall complete the Pricing and Delivery Schedule **Section 7** and submit with their proposal. Contractor shall insure that all figures are accurate and legible.

5.3 WALK-OFF MATS: LIT will be responsible for providing and replacing mats for the inside and outside of each building entrance. Contractor is responsible for notifying, in writing, the LIT contact of any missing mats that need to be replaced. Contractor is responsible for keeping mats clean and in proper locations.

5.4 WINDOW CLEANING: Contractor is responsible for cleaning all interior windows per schedule or as needed. All exterior windows on the 1st floor level, up to twenty feet tall, of each building are to be cleaned per schedule or as needed. LIT is responsible for exterior windows above the first floor.
NOTE: Please provide pricing for exterior window cleaning services above the required level on the Pricing Worksheets as Alternate Number Two.

5.5 LEVEL OF CLEANLINESS: It will be the responsibility of the Contractor to provide custodial and housekeeping services for the individual locations in keeping with high standards for an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility. Therefore, the intent of this proposal is to approach this matter from a level of cleanliness concept, and a detailed Cleaning Schedule is included in **Section 6**.

Space: To the extent possible, detailed information on square footage has been furnished to the Contractor in **Section 6**. Contractors should formulate their proposals on provided measurements. Actual square footages will be validated as space is awarded to Contractor for custodial services.

5.6 PERSONNEL: Proposer will be an independent Contractor and not an employee or agent of LIT. All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. Only those personnel who have been properly trained (as stated in your training/safety manual) shall be assigned duties under this Contract.

5.6.1 All personnel (including supervisors) shall be dressed in uniforms, at all times while on duty on LIT property, in a manner authorized by the Contractor and approved by LIT. The personnel shall be neat and clean in appearance. Uniforms and picture identification badges shall be worn which fully identify the worker as a member of the Contractor's work force. Proper footwear shall be worn at all times. No flip-flops, sandals, or any other open toed shoes are allowed.

5.6.2 No employee who has a police record other than minor traffic violations may be assigned duties under this Contract. Contractor shall be responsible for the submission of a police clearance record within twenty-four hours upon request. LIT reserves the right to perform background checks at any time on any employees of the Contractor assigned to LIT.

5.6.3 Contractor will pay at least the minimum wage rate. Contractor will pay all taxes pertaining to his/her employees as required by law. The Contractor will be solely responsible for any local, state, or federal minimum wage increases and on that basis LIT will not approve a request for a price increase.

5.6.4 Any employee whose work habits and or conduct are deemed objectionable by LIT shall be removed from the work force immediately upon written request of the authorized LIT representative.

5.6.5 The actual cleaning and maintenance of the areas will be conducted both during the day and evenings. Not all areas will be cleaned during the same time frame. These hours are to be determined by the LIT representative.

5.7 OFFICE SPACE AND STORAGE FACILITIES: LIT will provide a small office space, limited storage space, and utilities for Contractor's on-site operations. Computer equipment, printers, and office supplies will not be included in the office space.

5.8 SAFETY: The Contractor shall be responsible for all required training for its employees, to include but not limited to: Training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the Contractor's employees, and LIT's students, staff and faculty. The Contractor shall be responsible for the training as necessary in the cleanup, sanitizing, and proper disposal of blood, vomit and or any other bodily fluids. Clean up, sanitizing, and proper disposal of a sewer overflow. In addition, the Contractor shall be responsible for the training as necessary in the application of chemicals, and disposal of hazardous waste using hazardous waste receptacles and the use of equipment to facilitate sanitizing procedures for contagious diseases such as H1N1.

5.9 SECURITY: The Contractor shall be responsible for training employees on security requirements of LIT, and shall be responsible for the enforcement of the same.

5.9.1 The Contractor shall be responsible for safeguarding against loss, theft, or damage of all LIT property, materials, equipment, and accessories that might be exposed to the Contractor's personnel.

5.9.2 Guns, knives or other dangerous weapons shall not be allowed on campus.

5.9.3 Alcohol and drugs are prohibited on the campus. Alcohol and drug use that affect employment will not be tolerated. If employee is responding to emergency callouts, they should not partake in alcohol, or drug use.

5.9.4 Keys should be properly handled to maintain property security and safety. Additionally, Contractor shall be fully responsible for the replacement of any keys that are lost and the cost of re-keying the facility, if the LIT representative deems it necessary.

5.10 SUPERVISION: All supervision as required for the execution of those Contractual responsibilities assumed by the Contractor shall be done by the Contractor or their designated representative.

5.11 DAMAGE: Contractor shall be responsible for the repair and or replacement to the satisfaction of LIT's representative of any damage to the facility caused by any employee of the Contractor. Any such damage shall be promptly reported by Contractor to the authorized LIT representative.

5.12 EQUIPMENT, SUPPLIES, AND MATERIALS: The procurement and maintenance of all equipment required for the successful execution of this Contractual obligation shall be the Contractor's responsibility. LIT will provide locked storage space (Janitor Closets) but it shall not be responsible for losses, which may be incurred due to theft and or vandalism.

All equipment shall be maintained properly, and kept in a safe and clean condition. Equipment should be fully functional at all times. If equipment is removed from the site for repair, a comparable replacement should be provided. Any vehicles used on LIT campus shall be marked with company signage.

A listing of all chemicals and equipment that will be used by the Contractor should be submitted with the Proposal for evaluation purposes. Changes may be made in writing with the approval of both parties. All chemicals and equipment must meet or exceed The United States' Occupational Safety and Health Administration Agency (OSHA) requirements and commonly recognized safety requirements. Material Safety Data Sheets (MSDS) will be maintained at Contractor's office and

one copy to the LIT Designated Representative. The Contractor shall furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of LIT. LIT reserves the right to request usage numbers for paper products, supplies, materials, and chemicals for LIT use and or future RFPs.

- 5.13 INFECTION CONTROL:** Defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans in untreated through the application of an approved disinfectant by either manual or mechanical methods.

When properly disinfected surfaces shall be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infections. Testing may be conducted by LIT or through an independent testing facility.

- 5.13 EMERGENCIES:** All emergency conditions shall be promptly reported to the LIT's authorized representative.
- 5.14 CONTRACTOR'S REPRESENTATIVE:** A representative of the Contractor (Custodial Manager) shall be appointed within twenty-four hours after receipt of Contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. This individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.
- 5.15 CONTRACTOR RESPONSIBILITIES:** The Contractor shall assume responsibility for expenses related to the following, as well as **all** other responsibilities specifically enumerated within this Request for Proposal. LIT will not be responsible for any products related to this RFP. All equipment, chemicals, materials, and supplies shall be approved by LIT prior to contract award.

5.15.1 **Expenses:** The Contractor is to provide **any** and **all** labor, **all** equipment, **all** chemicals, **all** supplies, and **all** material, and any **other** items necessary to perform the duties specified.

5.15.2 **Chemicals, Supplies, Material to include (the following is not an exhaustive list):** trash bags, soaps, cleaners, compounds, detergents, hand soap, polishes, deodorants, waxes, disinfectants, sprays, strippers, dust cloths, trash liners, brooms, mops, toilet paper, (all toilet paper on this Contract will be 2-ply and supplied year round to all LIT facilities listed and covered under this RFP), paper towels, (both roll and towel type) shall be supplied year round to all LIT facilities covered under this RFP. **Any** and **all** other materials not listed, necessary to perform required duties.

5.15.3 **Risk of Loss:** The Contractor accepts the risks of loss or damage to inventory, equipment and other properties while in transition to or from the custodial operation or within the premises for operations, except to the extent any claims are caused by the negligence or misconduct of LIT, its agents or employees. This includes all risks of loss of monies, except to the extent any claims are caused by negligence or misconduct of LIT, its agents or employees. It also includes inventory and supply pilferage, theft and robbery, except to the extent any claims are caused by negligence or misconduct of the LIT, its agents or employees.

- 5.15.4 **Reporting of Problems:** Contractor shall report any hazardous condition and all items in need of repair, including, but not limited to: leaky faucets, toilets, urinals, mold and drain stoppages in a manner agreed upon between LIT and Contractor.
- 5.15.5 **Compliance with Codes:** Contractor shall abide by all local, State, and Federal laws and all sanitation codes, safety codes, fire codes, regulations, and other ordinances pertaining to the Contractor's operations at LIT.
- 5.15.6 **Management Review:** Contractor shall provide supervisory personnel to assure quality control during all scheduled cleaning activities and shall have the project supervisor daily spot check to insure the cleaning schedules are being performed as per Contract specifications.
- 5.15.7 **Labor Relations:** Contractor shall be solely responsible for its own labor relations with any trade or union representative and shall negotiate and adjust all disputes between itself and its employees or any union representing its employees. Contractor shall comply fully with all applicable federal, state, and local laws, rules, and regulations concerning employment and labor relations.
- 5.15.8 **Cooperation with LIT employees and other LIT Contractors:** Contractor shall cooperate fully with other Contractors of LIT, with LIT employees, or with employees of other persons of firms having business with LIT as may be required by the circumstances as LIT directs.
- 5.15.9 **Publicity:** Contractor shall not, without prior written approval of LIT in each case, publicize or advertise in any form the fact that it is providing services to LIT, provided however, that Contractor may list LIT on a routine client list for matters of reference.
- 5.16 RESPONSIBILITIES OF LIT:** LIT shall assume responsibility for expenses or provision for services related to the following (as well as any other responsibilities specifically enumerated within this Request for Proposal).
- 5.16.1 **Non-communication Utilities:** LIT will furnish heat, water, electricity and air conditioning at LIT's expense. LIT shall not be liable for any loss that may result from the interruption or failure of any such utilities or services. Contractor may specify reasonable utility requirements that LIT shall provide. However, LIT shall not be required to provide or pay for the installation of additional electrical lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor (with prior written consent of LIT).
- 5.16.2 **Communications:** LIT will make available the LIT telecommunications and mail services, just as they are available to any department within LIT, and the Contractor will be billed accordingly if utilized.
- 5.16.3 **Space:** LIT will provide office space for Contractor's supervisory personnel and the usual janitorial closets located with each building for storage of chemicals and supplies.

- 5.16.4 **Trash Removal/Dumpsters:** LIT will provide exterior trash and garbage dumpsters and shall be responsible for the removal of garbage and trash from these exterior dumpsters. Contractor shall empty trash and garbage from the buildings and into these exterior dumpsters. Contractor will not dispose of chemicals through these dumpsters, or any other method on the LIT campus, without prior approval of the LIT Designated Representative.
- 5.17 **CALENDAR:** The performance of the Contract will conform to the LIT calendar. In the event activities are scheduled or occur on the premises that interfere with Contractor's normal cleaning schedule, Contractor shall rearrange such schedule so the work is performed before and/or after the activity. Such rearrangements of the schedule shall not be a basis for additional fees or charges.
- 5.18 **FINANCIAL RECORDS AND MATTERS:** LIT requires that Contractor retain complete financial records, which shall be accessible for audit by LIT or its independent auditors. The acceptance of funds by the successful Respondent or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds.
- 5.18.1 Contractor shall keep records pertaining to the Contracted operation on file for a period of not less than five years from the date the records are made. Contractor shall give LIT and its agents the right and privilege at reasonable times of inspecting, examining, and auditing Contractor papers, bills, vouchers, invoices, book of account. Contractor shall freely lend its assistance in making such inspections, examinations, and audits.
- 5.18.2 Contractor will pay all federal, state, and local taxes that may be assessed against Contractor's equipment or merchandise while in or upon the premises of LIT, as well as all federal, state, and local taxes assessed in connection with the operation of its business upon the premises of LIT. Contractor shall comply with all federal, state, and local laws and regulations and shall agree to comply with all laws pertaining to wages and hours of employment.
- 5.18.3 Contractor will obtain at its expense, and in its name, all necessary licenses, and permits required to perform the services herein.
- 5.19 **REASONABLE RESTRAINT:** Contractor shall be willing to refrain from use of any cleaning method or chemical requested by LIT. Any such LIT requests will be made in writing and shall not be made arbitrarily or capriciously.
- 5.20 **WORK EVALUATION BY LIT:** Contractor shall be required, as requested by LIT designated representatives, to inspect the facilities weekly, monthly, or as needed with a designated representative of LIT for the purpose of evaluating the level of work performed by Contractor. A formal evaluation report may be completed each month and signed by representatives of Contractor and LIT. In many locations, a restroom for example, a ***Time of Completion Report*** must be completed each time the area has been attended to. The report should also include the initials of the employee, along with the date and time.

- 5.21 SPECIAL CLEANING SCHEDULING:** Contractor shall provide that the Contractor is available for cleaning services on a flexible basis, seven days a week, to clean areas relating to conference groups, meetings, or other special events.
- 5.22 SPECIAL EVENT SET-UP & BREAK DOWN FEE:** The College hosts various special events on campus that require personnel for the set-up and break down of equipment for the event. Contractor shall submit a “Fee per Event” on the Alternate No. One, **Section 7**.
- 5.23 EMERGENCY CALLS: Cost for emergency call outs will be included in the base price.** Contractor can expect approximately 5-10 calls per year. Contractor shall be available on a twenty-four-hour, seven day a week basis to handle emergency work. Contractor shall be responsible to provide an appropriate employee with a cell phone to be carried at all times. This cell phone be for the purpose of LIT being able to reach Contractor when needed for routine or emergency matters. The emergency response shall be quick and efficient (within one hour of being notified of the emergency), the person(s) responding must have the proper equipment available for use, such as a wet-vacuum, and similar equipment. An emergency call is defined as a situation where serious financial or operational damage to LIT, health hazard, or life threatening conditions exists and service cannot be deferred. Examples include, but are not limited to: sewage overflow/backup cleanup, broken pipe cleanup, or the presence of bodily fluids. Examples that are not considered emergency callouts include, but are not limited to: picking up of broken bottles, beverage spills, and other non-serious situations. Failure to respond to emergency callouts shall result in monetary reparation to LIT for expenses incurred in dealing with emergency. Pagers are not acceptable for on duty personnel. LIT will require cell phone numbers for the Project Manager, Assistant Manager, and the On Call Phone.
- 5.24 CHANGES IN SERVICE:** LIT, without invalidating the agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this Contract, the sum being adjusted accordingly. These changes could include deduction or addition of entire buildings due to renovations or new construction. LIT shall give written notice, a minimum of 30 days prior to any changes in service. Any changes in this Contract must be in writing and signed by the authorized Department Head and Purchasing Department Representative of LIT.
- 5.25 ADDITION OF SQUARE FOOTAGE:** If space and/or buildings need to be added during the term of the Contract, it will be at a comparative price to existing prices on similar space and/or buildings. LIT reserves the right to negotiate the original price if substantial square footage (buildings) is added.

SECTION 6 - CLEANING SCHEDULE

Custodial Services for areas currently serviced by LIT Custodial Services.

6.1 TASK DEFINITIONS:

6.1.1 Trash Removal:

Empty trash cans – empty can and replace liner only if soiled. Plastic bags are replaced as needed in order to reduce the amount of plastic introduced into the waste stream. Wash trash cans using a neutral detergent solution (germicidal cleaner for restroom trash cans) leaving the trashcan clean and free of odor.

6.1.2 General Cleaning:

6.1.2.1 Remove litter and debris – pick up and dispose of cast off items such as papers, cups, food wrappers, etc.

6.1.2.2 Straighten furniture – return movable furniture to normal configuration after cleaning, such as pushing conference chairs neatly up to table.

6.1.2.3 Clean entrance mats – vacuum or turn over floor mats daily to remove dirt. Remove and clean recessed entrance grids as needed.

6.1.2.4 Clean or disinfect doorknobs, lever handles, push plates, push bars, and pull handles – clean or disinfect these common touch points to reduce potential for cross contamination.

6.1.2.5 Clean and disinfect restroom toilet fixtures including toilet bowls, urinals, sinks, etc., using a clean cloth, brush or sponge and a germicidal cleaner during the routine sanitation of the restrooms each shift. Do not use same cloth or sponge for toilet bowls and urinals for any other surfaces. Thoroughly scrub all surfaces, including outside of fixtures, pipes, fittings, and wall and floor in the immediate area of fixture, leaving surfaces clean and disinfected, and free from streaks, stains, mildew, odor, mineral deposits, and film. Wipe dry with a clean cloth after scrubbing.

Clean and disinfect restroom accessories including dispensers, disposals, shelves, mirrors, partitions, etc., using a clean cloth or sponge dampened with a germicidal cleaner, leaving accessories clean and disinfected, and free from streaks, stains, mildew, odor and film. Empty sanitary napkin disposals prior to cleaning. Wipe all surfaces dry with a clean cloth and polish metal surfaces.

6.1.2.6 Replace restroom supplies as necessary to keep supplies from running out, including toilet paper, paper towels, and hand soap during the routine sanitation of the restrooms and replace during the day depending on traffic load. Supplies shall be quality toilet supplies in

accordance with the standards of the industry, and shall be compatible with existing holders and accessories.

- 6.1.2.7 Clean water fountains – clean or disinfect as part of the routine cleaning each night.
- 6.1.2.8 Spot clean door glass and entrance glass – wipe glass clean of smudges, smears and spots.
- 6.1.2.9 Clean chalk boards and white boards – wipe white boards, chalk boards and trays in classrooms to clean daily.
- 6.1.2.10 Replenish chalk – replenish chalk as necessary during the routine cleaning of the classroom.
- 6.1.2.11 Spot clean wet wipe surfaces – wet wipe surfaces such as tables, desks and walls to remove dirt, grime and spots.
- 6.1.2.12 Vacuum or damp wipe furniture – vacuum cloth upholstered furniture; damp wipe plastic, wood, or vinyl upholstered furniture as necessary to remove dirt, grime and spots. Wet cleaning of cloth upholstery is not routinely available.
- 6.1.2.13 Dust all surfaces and vents – dust surfaces that are free of objects, including vents, ledges, window sills, and cubicle partitions. High dusting and cobweb removal will be accomplished as resources are available.
- 6.1.2.14 Remove graffiti – remove graffiti with approved cleaning products. If graffiti will not come off, a service request is submitted to the LIT Designated Representative to request their assistance with the remediation.
- 6.1.2.15 Exterior window washing – exterior window washing of academic buildings is performed by Contract biennially. In the fiscal year in which a building’s windows are due to be washed, there is some flexibility for specific scheduling to accommodate special events or circumstances. Off year or increased frequency window washing is available at departmental expense.
- 6.1.2.16 Special attention must be given during the disinfection process so that the proper dwell times for all disinfectants are permitted to maximize disinfection.
- 6.1.2.17 Deep cleaning of identified areas - additional service protocols as requested in the case of a prioritized and/or critical request including extended maintenance of surfaces for the prevention of spread of infection.

6.1.3 Floor Care:

- 6.1.3.1 Vacuum – vacuum floor surfaces, carpet and hard floors to remove loose dirt and dust. Backpack vacuums with four levels of filtration are used to effectively capture and contain 99.9% of particles measuring one micron or larger.
- 6.1.3.2 Sweep – brooms are used routinely to sweep restrooms and outside entrances rather than backpack vacuums because of the potential for the floor surfaces to be wet.
- 6.1.3.3 Spot mop – manual damp mopping is used on hard surface floors to remove spots and spills.
- 6.1.3.4 Auto-scrub or mop – automated or manual wet cleaning of hard surface floors is provided to remove stuck and embedded dirt.
- 6.1.3.5 Scrub – machine scrubbing is used to deep clean hard floor surfaces in restrooms and other areas that do not require application of floor finish (wax).
- 6.1.3.6 Burnish (buff) – burnishing renews the shine on hard floors that are coated with floor finish (wax).
- 6.1.3.7 Spot clean carpet – spots and spills on carpet are removed without cleaning the whole carpet. Maintenance processes are used to encapsulate and remove dirt stuck to the carpet in between carpet extractions.
- 6.1.3.8 Extract carpet – extraction is the wet cleaning process used for thorough wall-to-wall cleaning of carpet.
- 6.1.3.9 Strip/scrub and refinish –scrub and refinish is used to remove the top two or so of coats of floor finish and then recoat with new floor finish. Strip and refinish involves removing all coats of floor finish and completely refinishing the floor. Both methods restore the appearance of the floor; however, scrub and recoat is the preferred method because it uses milder products, less floor finish, less labor, and less down time for the area being refinished.

6.2 APPA FIVE LEVELS OF CLEAN: The following is a summary of key indicators for each of APPA five levels of cleanliness. The lower the number score, the higher the level of cleanliness.

6.2.1 Level 1 - Orderly Spotlessness Indicators:

- Floors and base molding shine and/or are bright and clean; colors are fresh.
- There is no buildup in corners or along walls.

- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

6.2.2 Level 2 - Ordinary Tidiness indicators: Same as Level 1 with the following exceptions

- There can be up to two days worth of dust, dirt, stains, or streaks on floors and base molding.
- Dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces.

6.2.3 Level 3 - Casual Inattention indicators:

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and or floor finish in corners and along walls can be seen.
- There are dull spots and or matted carpet in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

6.2.4 Level 4 - Moderate Dinginess indicators:

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and or floor finish in corners and along walls.
- There is a dull path and or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, marks, smudges, and fingerprints. Lamp fixtures are dirty, and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

6.2.4 Level 5 - Unkempt Neglect indicators:

- Floors and carpets are dull, dirty, scuffed, and or matted. There is a conspicuous buildup of old dirt and or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

6.3 CUSTODIAL SERVICE LEVELS: Custodial Service Levels: Attached to this RFP is a chart, Attachment A, showing the required service levels for the tasks listed in **Section 6**.

- 6.4 COMPREHENSIVE CLEANING:** The Comprehensive Cleaning program is designed to provide once annually, detailed cleaning for all building interiors currently serviced by the LIT Custodial Services. The goal is to clean each building on the schedule completely before moving to the next location. Areas of focus are: offices, restrooms, hallways, classrooms, breakrooms, meeting rooms, stairways, and interior entrances and glass. The tasks to be accomplished include: vacuum/mop all floors, dust and clean all vertical and horizontal surfaces and fixtures, including behind and under furniture, cables, etc., and full sanitary service in restrooms. Floor work such as carpet extracting, floor stripping/waxing, are included in normal general cleaning duties. **NOTE: Please provide pricing Comprehensive Cleaning on the Pricing Worksheets as Alternate Number Three.**
- 6.5 PRICING:** Proposer shall complete the Pricing Worksheets found in **Section 7** and submit with their proposal. If a building is offline for construction, the cleaning cost for that time will be deducted from the invoice. Contractor shall insure that all figures are accurate and legible.

6.6 LIT CUSTODIAL SERVICES E&G BUILDINGS (Estimated Cleanable Square Footage): The following chart lists the LIT building number, building name, number of floors, number of rest rooms, GSF, APPA Service Level required, and minimum full-time equivalent (FTE) required to service each building.

Contractors should formulate their proposals on provided measurements. Actual square footages will be validated as space is awarded to Contractor for custodial services.

Minimum FTE Formula:

APPA Level 1 Service = 1.0 FTE/25,500 GSF

APPA Level 2 Service = 1.0 FTE/33,800 GSF

APPA Level 3 Service = 1.0 FTE/38,500 GSF

Building Code	Building Name	Number of Floors	Number of Restrooms	GSF	APPA Level	Minimum FTE Required
CB	Cecil Beeson Building	2	4	25,174	2	.74
EN	Student Services Eagles Nest	1	2	19,000	2	.56
MPC	Paul & Connie Szuch Multi-Purpose Center	2	4	56,915	2	1.68
PATC	Exxon Petrochemical & Advanced Technology Center	2	4	37,360	2	1.10
TC	Technology Center	2	4	23,032	2	.68
TA2	Technical Arts II Process Unit	1	0	3,340	2	.10
TA4	Technical Arts IV	1	1	15,716	2	.46
TA5	Technical Arts V	1	2	10,272	2	.30
TW	Tommy Williams Technology Training & Educational Building	1	4	11,076	2	.33
TA6	Technical Arts VI Workforce (TDCJ)	1	2	1,782	2	.05
GC	Gateway Center	1	13	38,105	2	1.13
TD	Truck Driving Academy	1	2	4,250	2	.13

FA	Regional Fire Academy*	1	2	3,384	2	.10
RC	Robinson Center*	1	2	3,071	2	.09

***The Contractor will only clean the LIT Fire Academy and Robinson Center floors twice a year, once after the Fall Semester and once after the Spring Semester. Routine and/or daily cleaning not required for these two buildings.**

Section 7 – Pricing & Delivery Schedule

7.1 PRICING FOR WORK AND EXPENSES:

- 7.1.1 Proposer shall include in response to this Section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing must be in United States Dollars and is considered all inclusive.
- 7.1.2 Proposer shall complete the Pricing Schedule and submit with their Proposal. Contractor shall insure that all figures are accurate and legible. Compensating and fees will be evaluated based on the Respondent(s) submitted pricing, for the rate of services.
- 7.1.3 LIT will *not* reimburse Contractor for expenses.

7.2 PRICING SCHEDULE - CUSTODIAL SERVICES:

Contractors to bid upon services based on cost per gross square foot per month or year (circle either month or year to represent pricing method) and based on APPA Level Cleaning standards. This method will make adding or removing building from Contracted service easier and more transparent in the future should a Contract be awarded.

APPA Level 1 Cleaning	\$ _____ per GSF/Month or Year
APPA Level 2 Cleaning	\$ _____ per GSF/Month or Year
APPA Level 3 Cleaning	\$ _____ per GSF/Month or year

For those buildings currently covered by LIT Custodial Services LIT anticipates an initial minimum award under any resulting agreement of between **240,000 – 260,000** GSF.

7.3 ESCALATION RATE:

Prices shall be firm throughout the initial two-year term of the Contract. Any proposed Escalation Rate should not exceed three percent per option period. Escalation rate, if any, for optional renewal years of the Base Price Contract shall be:

- _____ % Renewal Option Period One September 1, 2024 – August 31, 2025
- _____ % Renewal Option Period Two September 1, 2025 – August 31, 2026
- _____ % Renewal Option Period One September 1, 2026 – August 31, 2027

- 7.3.1 * Denotes Alternate items which are not part of the “equal payment” terms and must be invoiced monthly when utilized. All other items on this Proposal will be paid on a monthly basis one-twelfth of the Total Base Price.
- 7.3.2 If Contractor is proposing an increase for the Alternates (event cleaning and hourly) on a renewal year, please include a separate detailed worksheet.

7.4 *ALTERNATE NO. ONE SPECIAL EVENT SET-UP AND BREAK-DOWN:

LIT hosts various special events on campus that require personnel for the set-up and break-down of equipment for the event. This includes, but is not limited to, the set-up and breakdown of tables and chairs and clean up after event is over.

Szuch Multi-Purpose Conference Center Special Events \$ _____ per event

7.5 *ALTERNATE NO. TWO WINDOW CLEANING:

Price for window cleaning services as requested in the Specifications Section 5.4. Cost to include any and all labor, materials, supplies, and equipment.

Window Cleaning \$ _____ per hour

7.6 *ALTERNATE NO. THREE COMPREHENSIVE CLEANING:

Price for Comprehensive Cleaning as requested in Section 6.4. Cost to include any and all labor, materials, supplies, and equipment.

Comprehensive Cleaning \$ _____ per hour per required FTE

7.7 DELIVERY: Indicate number of calendar days needed to commence performance of the Services after contract execution:

_____ Calendar Days

7.8 INVOICING: Contractor will invoice LIT each month. Invoices must reference the valid contract number, description and date range of Services. Invoices should be submitted via email to: accountspayable@lit.edu

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

LIT, 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\(c\)\(4\)](#), LIT is not required to provide a tax exemption certificate to establish its tax exempt status.

SECTION 8 – STAFFING SCHEDULE:

8.1 STAFFING SCHEDULE: Proposer shall complete and submit with their Proposal the Staffing Schedule for the Educational and General Purpose Custodial Services as detailed in **Section 6**. Contactor shall insure that all information is accurate and legible. Personnel and staffing will be evaluated based on the Respondent(s) submitted staffing.

For multiple personnel, or additional positions to those listed below, please include a separate detailed worksheet and include title, name, resume, and the years of experience in custodial industry, in supervisory capacity, and in higher education facilities *as applicable*.

8.2 GENERAL MANAGER or AREA MANAGER:

Name: _____
(Include resume with proposal)

Years of Experience in Custodial Industry: _____

Years of Experience in Supervisory Capacity: _____

Years of Experience in Higher Education Facilities: _____

8.3 STAFFING: Proposed number of full-time custodial staff for E&G Custodial Services. Proposer shall provide their anticipated number of full-time custodial staff, less management, based on the information contained in the RFP.

Proposed number of full-time Working Supervisors: _____

Proposed number of full-time Porters: _____

Section 9 – Execution of Offer

Proposer shall complete, sign, and submit this Execution of Offer with their proposal response. The Execution of Offer must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.

- 9.1** In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

- 9.2** By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

- 9.3** By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.

- 9.4** By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

- 9.5 Acknowledgement of Addenda:** The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

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

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

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature: _____ Date: _____

Name (typed/printed): _____

Title: _____

Address: _____

Telephone Number: _____ E-mail: _____

Section 10 – Proposer’s Questionnaire

The Proposer recognizes that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (“**Company**”). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

10.1 COMPANY PROFILE:

Legal name of company: _____

Federal Tax ID #: _____

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, LIT prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 10.1.2 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by LIT.
- 10.1.3 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 10.1.4 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- 10.1.5 Present evidence that the Company is licensed to solicit business in the State of Texas. Include a copy of the license(s).
- 10.1.6 Identify the organizational status of the Company, i.e., corporation, partnership, or sole proprietorship. Include the date of incorporation, name of corporate president/principals, and federal employment identification number (corporations) or social security number (sole proprietorship).
- 10.1.7 Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between the Company and any employee of LIT? If so, please explain.
- 10.1.8 Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 10.1.9 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 10.1.10 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with LIT.
- 10.1.11 Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for LIT should a contract be awarded to Company.

10.2 QUALITY OF SERVICE:

- 10.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients.
- 10.2.2 Describe the Company's plan to maintain effective communication with LIT.

- 10.2.3 Will Company provide a yearly performance review to LIT including suggested improvements and future roadmaps? If so, explain.
- 10.2.4 Describe Company's service support philosophy, how it's implemented, and how success in maintaining the philosophy is measured.
- 10.2.5 Describe service approach Company will use and how quality of service will be measured for this project.
- 10.2.6 Describe the training afforded Company employees.
- 10.2.7 Describe the types of reports or other written documents Company 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.

10.3 MISCELLANEOUS:

- 10.3.1 Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to LIT. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 10.3.2 Provide details describing any unique or special services or benefits offered or advantages to be gained by LIT from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 10.3.3 Describe, or provide a copy of, Company's contingency plan or disaster recovery plan in the event of a disaster.
- 10.3.4 Describe any difficulties Company anticipates in performing its duties under the Agreement with LIT and how Company plans to manage these difficulties. Describe any assistance Company would require from LIT.

10.4 ADDITIONAL CONSIDERATIONS: Describe any additions or changes to the Scope of Work that Company would suggest in order to successfully meet the objective of this RFP or that may be of benefit to LIT. Any additions, changes or suggestions should be clearly described and defined for LIT's consideration. LIT reserves the right to incorporate any such additions, changes or suggestions into the Agreement.

Section 11 – Additional Questions Specific to RFP

The Proposer recognizes that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. LIT reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. To be considered, Proposer must address and include a response to each question in this Section in their proposal in the order asked and following the same numbering format.

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

11.1 VENDOR EXPERIENCE (30%)

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

Provide the following information for each customer:

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

11.1.2 Has Proposer worked with LIT in the past five (5) years? If “yes,” state LIT contact and provide a brief description of work performed.

11.1.3 Discuss Proposer’s experience and knowledge as it relates to how State of Texas agencies and Institutions of Higher Education function.

State the number and type of institutions, preferably Institutions of Higher Education and state agencies, as well as the volume of business during the past five calendar years for which the Proposer has provided services that are similar in scope, size, and complexity to the Services described in this RFP.

11.2 PROJECT APPROACH (40%)

11.2.1 Describe Proposer’s unique qualifications as they pertain to this project. Provide Proposer’s Staff Training Programs, Personnel Handbook, Policy Manual, and Safety Manual.

11.2.2 Provide résumés for all proposed personnel that will be assigned to this Project including General Manager, Supervisor(s) and Porters. Resumes should include, at minimum: name, title, area of responsibility in Proposer’s firm, type and years of experience, education, length of employment with Proposer’s firm, specific experience as it pertains to the Services, and any relevant certifications.

- 11.2.3 Provide detailed staffing plan/worksheet and Proposer's Transition Plan.
- 11.2.4 Proposers shall provide a complete and detailed list of all equipment to be used. List to include, but not limited to, manufacture and model number.
- 11.2.5 Proposer shall provide a complete and detailed list of all chemicals to be used. List to include, but not limited to, manufacture name and MSDS sheet.

SECTION 12 – General Terms & Conditions of Contract

The terms and conditions contained in the attached Agreement (ref. **APPENDIX ONE**) or, in the sole discretion of LIT, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP.

- 12.1** If Proposer agrees with the terms and conditions set forth in **APPENDIX ONE**, Proposer will submit a written statement acknowledging it.
- 12.2** If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a redlined **APPENDIX ONE** (in an editable format, i.e. Microsoft Word) as part of its proposal in accordance with **Section 3.3.4** of this RFP. Proposer’s additions and exceptions will be reviewed by LIT and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s additions and exceptions do not result in disqualification of Proposer’s proposal, then LIT may consider Proposer’s additions and exceptions when LIT evaluates the Proposer’s proposal. LIT will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

Any additions, deletions, noted exceptions or other change made to the Agreement must be accompanied by a comment explaining Proposer’s rationale for the edit.

- 12.3** Regarding the Agreement (ref. **APPENDIX ONE**) Proposer:
- A. Agrees with the terms and conditions in the Agreement and is not submitting a redlined version: Yes: _____ No: _____
 - B. Takes exception to some of the terms and conditions and has submitted a redlined version of the Agreement for consideration: Yes: _____ No: _____
 - C. Has submitted additional terms and conditions for consideration by The System in a new Exhibit(s) to the Agreement: Yes: _____ No: _____

Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer’s disqualification.

APPENDIX ONE

AGREEMENT

(SEE SEPARATE ATTACHMENT)

APPENDIX TWO

HUB SUBCONTRACTING PLAN

Per **Section 3.2** of this RFP, LIT 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 therefore a HUB Subcontracting Plan (“HSP”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with LIT’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **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](#). 1. All Proposers must submit a HUB Subcontracting Plan regardless of whether Proposer is a certified Texas HUB or not.*

1. **REQUIRED HSP FORM:** Visit the Texas Comptroller of Public Account’s webpage (<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>) to download the current “**HUB Subcontracting Plan Form**.”
2. **HSP SUBMISSION:** Proposer must complete the HSP, then print, sign and scan all pages of the HSP form, with additional support documentation*, and submit the HSP to LIT as instructed in **Section 3.3** 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 include copies of those pages with the HSP. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate the Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

3. **HSP GUIDANCE:** The HSP form includes a “**Quick Checklist**” to assist Proposers in identifying the sections of the HSP that will need to be completed. The form is in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. Proposer should use the RFP number as the “Requisition #” on all HSP documents. The following should be taken into consideration by Proposer when reviewing the HSP form:

A. If Proposer chooses to self-perform:

Proposer will be required to provide a detailed Self Performance Justification as to how Proposer’s firm will perform the entire contract with its own equipment, supplies, materials and employees. Complete SECTION 3 of the “HUB Subcontracting Plan.”

B. If Proposer will subcontract:

1. Proposer must submit a completed “HSP Good Faith Effort – Method B (Attachment B)” for each subcontracting opportunity listed in Section 2, Item b. of the “HUB Subcontracting Plan (HSP).”

2. Proposer must give notification in writing to at least three (3) Texas certified HUBs for each trade / scope identified for the project. A notification form is included in the HSP package. Use of this form is highly recommended. You must allow the HUB subcontractors no less than seven (7) working days from the receipt of their notice to respond. Complete Section B-3, Item b. of the "HSP Good Faith Effort – Method B (Attachment B)."

Visit the State of Texas Centralized Master Bidders List (CMBL) for a list of HUB vendors: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

3. Proposer must notify a minimum of two (2) minority or women trade organizations or development centers of subcontracting opportunities. Proposer must allow the HUB subcontractors no less than seven (7) working days from the receipt of their notice to respond. Complete Section B-3, Item d. of the "HSP Good Faith Effort – Method B (Attachment B)."
4. Proposer must provide written justification of the selection process if a HUB company is not selected. Complete Section B-4, Item c. of the "HSP Good Faith Effort – Method B (Attachment B)."
5. Proposer is required to submit all supporting documentation (HUB Subcontracting Opportunity Notification Form(s), letters, phone logs, fax transmittals, emails, etc.) demonstrating evidence of good faith effort performed in contacting subcontractors and listings. Failure to produce required documentation may result in rejection of Proposer's HUB Plan and subsequently the proposal.