

**RFP730-15052**

**K-16-00268**

**REQUEST FOR PROPOSAL: RFP# 730-15052**

**CUSTODIAL SERVICE ANNUAL AGREEMENT,  
RELIEF STAFFING, AND EVENTS**

**Deliver Bid Response to:**

University of Houston Energy Research Park  
Purchasing Department, Attn: Jack Tenner  
5000 Gulf Freeway, Building 1, Room 204  
Houston, TX 77204-5015

**Posting Date:**

**Thursday, December 3, 2015**

**Proposal Due Date:**

**Wednesday, January 6, 2016 @ 3:00 PM (CDT)**

**DO NOT FORGET TO INCLUDE ELECTRONIC VERSION OF BID SUBMISSION**

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**SECTION I**  
**INTRODUCTION**

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**1.1 GENERAL:**

The University of Houston System (University) comprises the largest Texas state institution system of higher education located in an urban, metropolitan environment. The University offers undergraduate and graduate degree programs in a variety of disciplines; courses are conducted throughout most of the calendar year. The student population of the main campus in Houston, TX is comprised of approximately 42,000 students who commute to the campus and 2,100 students who reside on campus. The main campus employs approximately 7,100 individuals who serve in faculty or staff positions. The component campuses, in surrounding areas, consist of the following statistics: The Clear Lake campus, located in the far southeast Houston-area, has a student population of approximately 7700 students, 700 full-time and 450 part-time employees; The Downtown campus, located in downtown Houston, has a student population of approximately 11,000 students, 573 full-time and 238 part-time employees. The UH campus at Victoria (near-southeast Texas) has a student population of approximately 2411 students, 239 full-time and 50 part-time employees. There are two University of Houston teaching centers in Fort Bend County, UH Sugar Land and UH System at Cinco Ranch. The UH Sugar Land campus currently has two buildings with approximately 210,000 square feet of space. This location serves approximately 4500 students and houses 150 faculty and staff. UH System at Cinco Ranch is located in Katy, Texas. It has one building with approximately 36,000 square feet of space and serves approximately 1,000 students and 35 faculty and staff.

**The objective of this RFP is to solicit continuing service proposals (each, a “*Proposal*”) at the University of Houston Main, Cinco Ranch, and Sugar Land Campuses (the “*Site*”). Requirements within this RFP will allow for the comparison and selection of one or more Proposals based upon a common set of criteria. Nothing in this RFP shall prohibit Owner from changing the specifications once a selection is made.**

Respondents are encouraged to propose contractual arrangements offering the maximum benefit to the University in terms of (1) services to the University, (2) total overall cost to the University, and (3) project management expertise. Proposers should describe all educational, state, and local government discounts, as well as any other applicable discounts that may be available to the University in a contract for Services.

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

**1.2 SUBMITTAL DEADLINE:**

University will accept proposals until **Wednesday, January 6, 2016 @ 3:00 PM CDT**. DO NOT USE U. S. Postal Service in submitting your bid.

Submit **one (1) clearly marked original and One (1) Electronic copy in a memory drive (USB)** of the proposal including any supplemental printed material referenced with the, **“RFP730-15052 Custodial Service Annual Agreement, Relief Staffing, and Events”** and deliver to:

UH – Purchasing Department,  
Attn: Jack Tenner  
5000 Gulf Freeway, Bldg. 1, Room 204  
Houston, Texas 77204-5015

**NOTE: ALL ELECTRONIC DOCUMENTS MUST BE SUBMITTED IN PDF FORMAT & ATTACHED TO BID RESPONSE.** The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; and name and the return address of the Respondent must be clearly visible.

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**1.3 PRE-PROPOSAL MEETING:**

**THERE WILL BE A MANDATORY PRE-PROPOSAL MEETING FOR THIS RFP**

**MAIN CAMPUS**

**WEDNESDAY, DECEMBER 9, 2015 @ 10:00 AM (CDT) AT 4211 ELGIN ST.,  
GENERAL SERVICE BUILDING, RM. 201, HOUSTON, TEXAS 77204**

**SUGAR LAND CAMPUS**

**THURSDAY, DECEMBER 10, 2015 @ 9:00 AM (CDT) AT 14000 UNIVERSITY BLVD,  
ALBERT AND MAMIE GEORGE BUILDING, BUILDING NO. 120, ROOM 102,  
SUGARLAND, TEXAS 77497**

**CINCO RANCH**

**THURSDAY, DECEMBER 10, 2015 @ 1:00 PM (CDT) AT 4242 SOUTH MASON ROAD,  
ROOM 118, KATY, TEXAS 77450**

**1.4 UNIVERSITY CONTACTS:**

Any questions or concerns regarding this RFP shall be directed to:  
Jack Tenner, Buyer, [jdtenner@central.uh.edu](mailto:jdtenner@central.uh.edu)

University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

**1.5 INQUIRIES AND INTERPRETATIONS:**

Inquiries must be submitted in writing and received no later than close of business **Tuesday, December 15, 2015 @ 5:00 PM (CDT)**

UH – Purchasing Department  
Jack Tenner  
[jdtenner@central.uh.edu](mailto:jdtenner@central.uh.edu)

Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily <http://esbd.cpa.state.tx.us/> or facsimiled to proposer's requesting such. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in his proposal.

Only those inquiries the University replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by either signing or returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or shall accompany the proposal.

**1.6 PUBLIC INFORMATION:**

All information, documentation, and other materials submitted in response to this solicitation are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed and upon successful contract award.

If a proposal includes proprietary data, trade secrets or information the respondent wishes to except from public disclosure, then respondent must specifically label such data, secrets or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled as such will be used by University only for purposes related to or arising out of: (1) evaluation of proposals; (2)

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selection of a Respondent pursuant to the RFP process; and, (3) negotiation and execution of a contract with the selected Respondent

**1.7 TERM OF CONTRACT:**

Any contract resulting from this RFP will become effective upon the later of the effective date indicated in the contract or the date that all parties have signed the contract. **The expected term of the contract will be three (3) years with the option to renew two (2) additional one year terms, for a maximum of five (5) years.** The University reserves the right to negotiate modification of contract terms and schedules as necessary.

**1.8 CANCELLATION:**

The University has the right to cancel for default all or part of the undelivered portions of this Contract if the Contractor breaches any of the terms including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the University may have in law or equity.

**1.9 TERMINATION:**

The performance of work under this Contract may be terminated by the University in accordance with this provision. Termination of work shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

The University may terminate the Contract, without penalty, without cause by giving thirty (30) days' written notice of such termination to the Contractor.

**SECTION II  
AWARD PROCESS**

**2.1 BASIS OF AWARD:**

A contract may be issued based on the proposal(s) considered the most advantageous to the University. Factors to be considered in determining an award are described in Section IX below, Evaluation Criteria Process. University reserves the right to make a split award, multiple awards, or no award at all.

**2.2 CONTRACT AWARD PROCESS:**

An award for the services specified herein will be made following a procedure using competitive sealed proposals.

- A. Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at the University's sole option and discretion, the University may discuss or negotiate all elements of the proposal with selected Respondents who represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).
- B. After the submission of a proposal but before making an award, the University may permit the Respondent to revise the proposal in order to obtain the best final offer. The University may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The University will provide each Respondent with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but the University reserves the right to include additional proposals in the competitive range if deemed in the best interest of the University.
- C. University reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the University and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the University and to temporarily or permanently abandon the procurement. If the University awards a contract, it will award the contract to the Respondent, whose proposal is the most

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advantageous to the University, considering price and the evaluation factors set forth in this RFP. The contract file must state in writing the basis upon which the award is made.

### **2.3 OTHER FACTORS FOR SELECTION:**

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous. The System is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the System as determined by the System. The System personnel will evaluate proposals. In addition to the Evaluation Criteria identified on page 21, the selection of the successful respondent for this award, will be based on the other factors listed below:

1. Compliance with specifications.
2. Ability to offer a comprehensive set of core services and benefits.
3. Competitive rates.
4. Online access to relevant databases.
5. Compliance with applicable state and federal laws and regulations.
6. Financial position of Respondent.
7. Ability to provide the University with requested reports.
8. Responsiveness from customer support personnel

Consideration may also be given to any additional information and comments if they should increase the benefits to the University. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations.

### **2.4 RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY:**

Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that the University must make some subjective judgments during the evaluation process.

### **2.5 COMMITMENT:**

Respondent understands and agrees that this RFP is issued on the anticipated need for requested **custodial services** and that the University has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent, which arises from Respondent's performance hereunder, shall be at the sole risk and responsibility of Respondent.

### **2.6 KEY EVENTS SCHEDULE:**

<b>Posting of RFP for public bidding (ESBD)</b>	Thursday, December 3, 2015
<b>Pre-Proposal Conference</b>	Wednesday, Dec. 9, 2015 - Thursday, Dec.10, 2015 (ref 1.3)
<b>Inquiries and Interpretations Deadline</b>	Tuesday, December 15, 2015 @ 5:00 PM CDT
<b>Q and A addendum posting to ESBD</b>	Thursday, December 17, 2015 @ 5:00 PM CDT
<b>Proposal Submittal Deadline</b>	Wednesday, January 6, 2016 @ 3:00 PM CDT
<b>Respondent short list identified</b>	TBD (if necessary)
<b>Anticipated Award</b>	TBD
<b>Anticipated Start Date</b>	TBD

## **SECTION III**

### **GENERAL INFORMATION AND REQUIREMENTS**

#### **3.1 GENERAL INSTRUCTIONS:**

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the University.

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University will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense. Proposals, which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University, at its option.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.

University makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the University's best interest. Representations made within the proposal will be binding on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section VI). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column. Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.

**3.2 HISTORICALLY UNDERUTILIZED BUSINESS:**

In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Businesses ("**HUBs**") in state procurement, the University shall make a good faith effort to utilize HUBs in contracts for construction, goods and services. University strives to achieve HUB program goals by contracting directly with HUBs or indirectly through HUB subcontracting opportunities. If the University determines that subcontracting is probable under the contract, a HUB Subcontracting Plan ("**HSP**") must be completed by the Respondent and submitted with the Proposal in accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter B. The HSP, if required by this solicitation, will become a provision of any contract that results from this solicitation and the Respondent will utilize the subcontractors indicated in the HSP, unless a revision to the HSP is approved by the University. The Respondent will also provide monthly Progress Assessment Reports to the University during the life of the contract to verify compliance with the HSP in the manner indicated by the University.

**3.3 ALTERNATE PROPOSAL:**

University may consider alternate proposals submitted by qualified responsive firms in determining an award. Respondents submitting alternate proposals shall clearly identify any exceptions taken to the requirements listed herein, and include a detailed description of the alternate(s) proposed. Respondent(s) may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate proposals shall be submitted as an attachment to your base proposal (RFP) package.

**3.4 WITHDRAWAL OR MODIFICATION:**

No proposal may be changed, amended, or modified after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by the University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the University.

**3.5 VALIDITY PERIOD:**

Proposals are to be valid for the University's acceptance for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract. At the end of the initial one-hundred-twenty (120) day validity period, proposals will automatically roll over for an additional one-hundred-twenty (120) day period unless otherwise specified in writing by Respondent.

**3.6 TERMS AND CONDITIONS:**

The General Terms and Conditions (ref. Section IV) shall govern any contract issued as a result of this solicitation (RFP).

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All Respondents must comply with the requirements listed on Section III Proposal Requirements, Section V Description of Services, and Section IV Execution of Offer herein. In the event there is a conflict expressed in this document, the provision-requiring Respondent to supply the better quality or greater quantity shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 1. Description of Services**
- 2. General Terms and Conditions**
- 3. Execution of Offer**

By signing the Execution of Offer (**EXHIBIT A**) and submitting a proposal, Respondent certifies that any attached or referenced terms, conditions, or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised terms and conditions, and that they do not impose additional requirements on the University.

#### **SECTION IV SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL**

**4.1 FAILURE TO COMPLY WITH REQUIREMENTS:** If Respondent fails to comply with any requirements contained in this RFP, Respondent's Proposal will be considered non-responsive and will be rejected. Below are the specific requirements of the RFP.

**4.2 SUBMISSION, CONTENT, AND FORMAT OF PROPOSALS:**

- 4.2.1 University will not accept Proposals received after the Proposal Deadline. University will not accept proposals that do not conform to the requirements of this RFP regarding the required format and size. Likewise, failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way will subject a Proposal to rejection. Proposals that are qualified with conditional clauses, alterations, items not called for in this RFP, or irregularities of any kind are subject to rejection. Unnecessary or extraneous attachments shall NOT be included with Proposals and will not be reviewed, utilized or considered by University.
- 4.2.2 Each Proposal must be submitted as one (1) original signed document plus one (1) bound hard copy plus one (1) electronic copy as a single PDF file less than 15 MB in size. University prefers simple and economically produced proposals describing Respondent's ability to meet the requirements of this RFP in a straightforward, concise manner. In evaluating Proposals, emphasis shall be on the quality, completeness, clarity of content, responsiveness to requirements, and understanding and anticipation of University's needs.
- 4.2.3 The required hard-copy counterparts of Proposal must be printed on letter-size (8-1/2" x 11") paper assembled with spiral or metal ring bindings and contains a MAXIMUM of THIRTY (30) printed pages. Each section must be separated with a divider sheet for quick reference. The cover, table of contents, divider sheets, sample documents, incumbency certificate, Bonding Letter, HSP, Execution of Offer and Cost and Delivery Proposal do not count as printed pages. University's published manuals may be submitted in their entirety as an attachment or incorporated by reference.

**4.3 EXECUTION OF OFFER:** Each Proposal must include the completed, fully executed and acknowledged Execution of Offer in form and substance identical to the form attached hereto as **EXHIBIT A**.

**4.4 HUB SUBCONTRACTING PLAN:** Based on an analysis performed by the University's Purchasing Department, subcontracting was determined to be probable for this contract. Therefore, a HSP will be required to be submitted with the Proposal. **EXHIBIT C** contains the HSP form and instructions. If you have any questions



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about completing the HSP, if required, please contact Maya Thornton, HUB Director via email at [mpthornton@uh.edu](mailto:mpthornton@uh.edu).

**4.5 GENERAL INFORMATION QUESTIONNAIRE:** The General Information Questionnaire (see section VIII) must be completed and submitted with the proposal.

**4.6 ADDITIONAL REQUIREMENTS:**

Additional requirements, if any, specified in the RFP are listed below:

**Not applicable.**

**SECTION V**

**GENERAL TERMS AND CONDITIONS**

**5.1 GENERAL:**

These General Terms and Conditions are an example of what may be a part of any contract which may be awarded resulting from this RFP. Irrespective of those contained in this RFP, the University reserves the right to require additional or modified contract terms and conditions with the successful entity that are in the University's best interest.

**5.2 DEFINITIONS:**

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

**Contract Documents** shall mean the documents that form the Contract between the University and the Contractor. The Contract Documents consist of the Agreement or Purchase Order. The Standard Purchasing Agreement (**EXHIBIT D**) is the University's preferred form of Agreement. Any change or addendum to the Standard Purchasing Agreement or use of another contract form must be reviewed and approved by UH System Legal Counsel and will delay the contracting process.

**Conditions of the Contract** (this Section 5 - General Terms and Conditions, and any Additional or Special Conditions issued for this RFP), Specifications, Pricing and Delivery Schedule, Execution of Offer, Respondent's Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.

**University** shall mean the University of Houston System.

**Respondent** shall mean the individual, partnership, corporation, or other entity responding to this RFP.

**Contractor** shall mean the individual, partnership, corporation, or other entity awarded a Contract for requested services under this RFP, in accordance with the terms, conditions, and requirements herein.

**Project** shall mean the complete undertaking by Contractor to provide the goods and/or services contemplated by the Contract.

**5.3 ENTIRE AGREEMENT:**

The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between the University and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

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**5.4 TIME OF PERFORMANCE:**

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and Contractor during the term of this Contract.

**5.5 DEFAULT:**

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, becomes insolvent, buyout or merger, or non-compliance to governmental requirements.

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

**5.6 FINANCIAL REPORTS AND PAYMENT:**

- A. All invoices should be submitted to the University no more than 30 calendar days after the delivery of goods or completion of services that are being invoiced.
- B. University will remit payments based on valid and correct invoices no later than 30 calendar days after the later of the goods receipt date, service completion date, and invoice receipt date. Invoices must include a description of goods or services provided and an itemization of fees and/or expenses requested in a format mutually agreed upon by the Contractor and the Contract Coordinator.
- C. University shall have the right to verify the details set forth in Contractor's invoices, either before or after payment of invoices.

**5.7 CONTRACT AMENDMENTS:**

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's Office of Real Estate Services for prior review and approval.

**5.8 INDEPENDENT CONTRACTOR STATUS:**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, taxes or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

**5.9 GENERAL RULES AND PROCEDURES FOR PURCHASING:**

Respondent shall comply with Texas Government Code Section 2155.004 provision regarding conflicts of interest, prohibition on certain bids and contracts, and anti-trust laws.

A state agency may not accept a bid 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 bid or contract is based.

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Under Section 2155.004, Government Code, the Respondent certifies that 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.

**5.10 UNIVERSITY'S RIGHT TO AUDIT:**

At any time during the term of this Contract and for a period of four (4) years thereafter the University or a duly authorized audit representative of the University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the University reveals any errors/overpayments by the University, Contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due to the Contractor.

**5.11 ACCESS TO DOCUMENTS:**

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, and their duly authorized representatives.

**5.12 TITLE AND RISK OF LOSS:**

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the University.

**5.13 ACCEPTANCE OF PRODUCTS AND SERVICES:**

All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

**5.14 SALES AND USE TAX:**

Section 151.311, Tax Code permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities such as UH System and its components.

**5.15 INDEMNIFICATION:**

Contractor agrees to hold UH System, the University, its regents, officers, agents and employees harmless and free from any loss, damage, or expense arising out of any occurrence relating to this Contract or its performance and will indemnify UH System and the University, its regents, officers, agents, employees, and students and assigns against any damage or claim of any type arising from the acts or omission (including negligence) of the Contractor, its agents, employees, subcontractors, and/or assigns.

- A. CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNIVERSITY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE UNIVERSITY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE UNIVERSITY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE UNIVERSITY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

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B. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

**5.16 FORCE MAJEURE:**

If either the University or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

**5.17 CONFLICTS OF INTEREST:**

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

Respondent shall also disclose:

- A. Any relationship, whether by relative, business associate, capital funding agreement or by any other such kinship which exists between Respondent and an employee of any UH System component.
- B. Whether Respondent has been an employee of any UH System component within the immediate twelve (12) months prior to the RFP response.
- C. Whether any member of the Board of Regents of the University, or the Executive Officers of the University or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

All such disclosures will be subject to administrative review and approval prior to the University entering into any contract with Respondent.

**5.18 NON-DISCLOSURE:**

Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.

Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

**5.19 PUBLICITY:**

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

**5.20 SEVERABILITY:**

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

**5.21 NON-WAIVER OF DEFAULTS:**

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

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**5.22 ASSIGNMENT:**

The agreement with Contractor is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the University.

**5.23 ASSIGNMENT OF OVERCHARGE CLAIMS:**

Contractor hereby assigns to the University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

**5.24 PATENT AND COPYRIGHT:**

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

**5.25 TEXAS PUBLIC INFORMATION ACT:**

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

**5.26 FREEDOM OF ACCESS AND USE OF FACILITIES:**

The Contractor's employees shall have reasonable and free access during normal business hours to use only those facilities of the University that are necessary to perform services under this Contract and shall have no right of access to any other facilities of the University.

**5.27 OBSERVANCE OF UNIVERSITY RULES AND REGULATIONS:**

Respondent agrees that at all times its employees will observe and comply with all policies and regulations of the University while on University premises, including but not limited to parking, safety and security regulations.

**5.28 SECTION HEADINGS:**

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

**5.29 NOTICES:**

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

UH-Department of Purchasing  
Office of the Director  
5000 Gulf Freeway, Bldg. 1, Suite 204  
Houston, Texas 77204-5015

**5.30 GOVERNING LAW:**

This Contract, including, without limitation, this RFP and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

**5.31 ANTI-TRUST LAWS:**

Respondent shall certify that neither the Respondent nor the firm, corporation, partnership or University represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in the Texas Free Enterprise and Antitrust Act set forth in Chapter 15 of the Business and Commerce Code, or the Federal antitrust laws, nor have they directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

**5.32 CERTIFICATION OF FRANCHISE TAX STATUS:**

Respondents are advised that UH System cannot pay vendors who are delinquent in paying state franchise taxes pursuant to Texas Government Code Chapter 2107.008. A corporate Respondent shall certify that it is not

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currently delinquent in the payment of, is exempt from, or is an out-of-state corporation that is not subject to any State of Texas franchise taxes. The Respondent agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

**5.33 DELINQUENCY IN PAYING CHILD SUPPORT:**

Under Section 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an owner's interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state - funded grant or loan until all arrears have been paid; or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**SECTION VI**

**DESCRIPTION OF SERVICES-GENERAL REQUIREMENTS - SCOPE OF WORK**

**6.1 GENERAL REQUIREMENTS:**

The University seeks to procure custodial services for routine and scheduled needs, relief staffing, specific project, seasonal needs, and general university event custodial services.

**6.2 SERVICES TO BE PERFORMED:**

Provide a base bid for Custodial Services for the noted facilities in this bid document as well as hourly service and supervision rates for relief staffing, project cleaning, seasonal needs and events for the University of Houston. It is the University's intent to enter into this Agreement with 3-4 qualified custodial service Provider(s) for the operation of the following Facilities:

1. Routine Services
  - a) **Research Space** – Effective 9/1/16. (Exception TMC Pharmacy)
    - (1) Science and Teaching Laboratory
    - (2) Health and Biomedical Sciences Center
    - (3) Science & Research 1
    - (4) TMC Pharmacy(Medical Center) Effective 9/1/17
    - (5) JD.Armistead
  - b) **Student Housing & Residential Life** – Effective 9/1/2016
    - (1) Cougar Village 1 Residence Hall
    - (2) Cougar Village 2 Residence Hall
    - (3) Cougar Place Residence Hall
    - (4) Bayou Oaks Residence Hall
    - (5) Moody Towers Residence hall
    - (6) Law Residence Hall
    - (7) Oberholtzer Residence Hall
    - (8) Bates Residence Hall
    - (9) Settegast Residence Hall
    - (10) Taub Residence Hall
    - (11) Calhoun Lofts Residence hall
  - c) **Classroom and General Purpose Space**-Effective 9/1/2016
    - (1) Classroom & Business Building
    - (2) Leroy & Lucille Melcher Hall
    - (3) Cemo Building

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**Food Service & Dining Locations—Effective 9/1/2016**

- (1) Moody Tower Dining Hall
- (2) Cougar Woods Dining Hall
- (3) Student Center Food Court
- (4) Student Center Satellite Food Court
- (5) PGH –Einstein Bagel
- (6) Melcher Bauer Hall Starbucks
- (7) Calhoun Lofts – C Store
- (8) Student Center – C Store
- (9) Cougar Village – C Store
- (10) Cougar Woods – C Store
- (11) Stadium Garage - C Store
- (12) CRWC Smoothie King
- (13) Taco Cabana (Stadium Garage)
- (14) U of H Dining Services Offices (Calhoun Lofts)
- (15) U of H Auxiliaries Office (Welcome Center Garage)
- (16) Welcome Center Retail Corridor
- (17) Marine Corp Recruitment Office (Calhoun Lofts)
- (18) Barnes & Nobles Book Store (Calhoun Lofts)

**Campus Recreation Fitness & Wellness Center—Effective 9/1/2016**

- (1) Campus Recreation & Wellness Center
- (2) CRWC Annex

**Student Center – Effective 9/1/2016**

- (1) Student Center North
- (2) Student Center South
- (3) AD Bruce Religion Center
- (4) Student Center Satellite (Non Food Side)
- (5) Wheeler Children Learning Center
- (6) Cameron Children Learning Center

**Parking Garages –Effective 9/1/2016**

- (1) East Parking Garage
- (2) Welcome Center Parking Garage
- (3) Welcome Center Student Garage
- (4) Stadium Parking Garage

**d) Sugar Land and Cinco Ranch campus' – Effective 12/1/2016**

- (1) George Building
- (2) Brazos Hall
- (3) Cinco Ranch Building

2. The University will accept bids by new space type or for the total need listed above. A total annual price must be submitted by category of space and in total.
3. This will be a service order contract and facilities and or service levels/frequencies may be added or deleted as a need is identified by the University. Pricing for spaces added after contract acceptance are expected to be comparable to similar space types and usage frequencies of the spaces already covered by the contract.
4. The selected contractors will be required to have staffing during all business hours (see cleaning specification & frequencies) as well as provide daily supervision; work proposed for off hours (see cleaning specification & frequencies) must be clearly identified in their proposal.
5. The University will require that the contractors certify at the time of contract execution and annually thereafter that their employees have undergone and passed a criminal background

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- check. Contractor's staff shall be required to pass criminal back ground check at the expense of the contractor prior to work commencement.
6. Contractor shall be responsible for maintaining the standard of cleanliness.
  7. Contractor's Supervisors/Leads will perform regular inspections to ensure tasks are completed according to service contract.
  8. The Owner will conduct inspections with the Contractors Representative, utilizing a pre-printed form, to determine and document the shifts compliance with the service levels. Owner reserves the right to make inspections as and when deemed suitable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the requirements and standards herein specified are not being satisfactorily maintained, Owner will immediately demand that the Contractor, at his expense, place the deficiency in condition to meet the requirements.
  9. Contractor will have 10 business days to correct areas found to not meet inspection criteria. Deficient areas will be re-inspected after 10 days.
  10. Repeated failure to bring deficient areas up to the inspection standards may result in Default, as outlined per Paragraph 21, in the Standard Purchasing Agreement
  11. Quality assurance will be based on performance outcome, not on frequency or methods.
  12. Owner will provide coordination and access to buildings for the purposes of this contract.
  13. Owner will provide all paper products and hand-soap for standard dispensers and it shall be the contractor's responsibility to ensure proper stocking of all areas.
  14. Inventory management is the responsibility of the Contractor. Contractor will notify the UH Contract Manager in sufficient time to maintain a 2-week minimum supply of all paper products and soap products.
  15. Contractor shall be responsible for purchases and efficient management of custodial equipment, custodial supplies—cleaning chemicals, trash liners, mops and other supplies used on the Project—including occasional non-routine/emergency/on-call requests. Owner reserve the right to review and approve all janitorial chemicals that are brought in by the contractor.
  16. Contractor shall document usage and provide usage report to Owner, by building location.
  17. Contractor shall maintain professional appearances and image while working on the Project—clean uniform, clear and readable company identification badge shall be required. The contractor and their staff are expected to abide by University's policies concerning Uniforms and Conduct. **Exhibit F** is Facilities Management Professional Image and Conduct Policy. We expect the Contractor to adhere to the policies governing uniforms and staff conduct, including the policy on tobacco use.
  18. Contractor shall park company vehicles at appropriate lot(s). Lot information will be provided by the Owner upon successful contract award. Contractor and/or contractor's employees will be responsible to pay for parking of personal vehicles. Contractor's golf carts/service vehicles must be maintained in a safe condition
  19. Building Occupancy- During seasonal periods (winter break, summer break, etc.) occupancy rates in certain buildings will be low. The occupied portion of these buildings shall be serviced based up on the agreed schedules and frequencies. Unoccupied portions of the building can receive reduce cleaning frequencies and schedules, Hour not used in routine cleaning during these low occupied times are to be reallocated to project cleaning. Reduction and reallocation of service to these low occupied areas must be reviewed and approved by the Owner prior to implementing.
  20. Other Services – for the below services please submit an contracted hourly wage rate for staff and supervision for the associated services by type and actual proposals for services will be requested after a proposal is submitted and prior to service order execution for any identified need:
    - a. Project Cleaning
    - b. Seasonal Needs
    - c. Relief Staffing
    - d. Events



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\*If there is a wage variation based on day of the week or hours of service this needs to be identified in the proposal.

The contractor is required to provide a staffing schedule to the university showing staff distribution across business hours and after hours, as applicable. In addition they will describe how the service levels outlined will be achieved. It should be understood that the service levels may need to be altered to meet the university business needs. It is the Contractor's responsibility to maintain the standard of cleanliness specified in the RFP and the Contract by adhering to the guidelines attached to this RFP. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the requirements are met and that each Facility is effectively cleaned and all other duties are performed as scheduled. Within sixty days of the start date the contractor is required to provide to the Owner copies of the task assignments for each building. The task assignments shall include what specific day of the week that non-daily cleaning tasks will be performed.

Selected contractors are required to self-inspect their work daily and will submit monthly inspection and performance reports noting work performed with any deficiencies and corrective actions noted. The University will provide a Contract Manager, Inspectors and general oversight. Contractors should detail their quality assurance, staff training and safety plans in their bid package.

The requirements in this scope of work are the minimum required for the Facilities Management's custodial services program. Contractors are encouraged to be creative and propose improvements and enhancements for consideration.

**6.3 ORAL PRESENTATION/WRITTEN CLARIFICATION:**

As part of the evaluation process, the University reserves the right to request the Respondent to provide written clarification or make a formal, oral presentation. The UHS point of contact as identified within this RFP shall request the written clarification or schedule any presentations required. Each Respondent should be prepared to discuss and substantiate all areas of its proposal. This is a fact finding and explanation session only and does not include negotiation. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents. The Respondent shall be responsible for all of its costs associated with the presentation. Oral presentations are an option of the University and may or may not be conducted with none, some or all of the Respondents.

**6.4 FEES:**

**Submit your Proposal Summary in the form attached as Exhibit B.**

**6.5 PAYMENTS:**

Payments will be made 30 calendar days after the later of invoice receipt, delivery of goods, and completion of services. Invoices must include an itemized description of services based on services agreement. University shall have the right to verify the details set forth in the Contractor's invoices, either before or after payment of the invoice.

**6.6 UNIVERSITY RESPONSIBILITIES:**

The University will assist the contractor by performing the following actions:

- Assign an individual to act as primary contact at each component campus.

**6.7 REFUNDS:**

The University will establish per terms of contract.

**6.8 TAXES:**

The Contractor will comply and pay all taxes applicable under Federal, State and local laws.

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**6.9 INSURANCE AND LEGAL REQUIREMENTS:**

The Contractor must carry applicable insurance and provide annual certificate of coverage to the Contract Coordinator. The Contractor must comply with all applicable permits and licenses and all requirements of applicable laws, regulations, and standards required for the operation of software license.

**6.10 COMPLIANCE WITH THE UNIVERSITY PREMISE RULES:**

The Contractor agrees that at all times its employees will observe and comply with all policies and regulations of the University, including but not limited to parking, safety and security regulations. This contract requires compliance with all University regulations and practices for services provided on the University premises. The Contractor, its agents, employees or subcontractors are made aware of, fully informed about, and in full compliance with its obligations under the following regulations, unless otherwise exempt:

- The Contractor shall comply with all applicable rules including without limitation, those relative to environmental quality, safety, fire prevention and noise.
- The University is a smoke-free institution. Smoking, is prohibited in any University building or facility unless otherwise posted.
- The Contractor has the right to use but shall have no right of access to any other facilities.
- The Contractor is responsible to ensure all its employees, personnel, or representatives entering onto UH facilities abide by these provisions.

**6.11 TRANSITION PLAN:**

The Contractor (including the incumbent) shall submit a transition plan addressing whether transition would be on a designated date or in predetermined time phases.

**6.12 SPECIAL SERVICES:**

The Contractor should propose any special services such as scholarship funds, special promotions or product availability for donations during the term of the contract.

**6.13 CONTRACT MANAGER:**

The University will exercise its right and obligations under the Contract through its Departmental Contact – **Raymond Mosley**, who will serve as **Contract Manager for the University of Houston Main Campus and Willard Brewster for the Cinco Ranch and Sugar Land Campuses.**

- 6.13.1 All services performed shall be subject to review, coordination and approval by the contract manager. The contract manager will, in all cases, determine the quality, acceptability, and appropriateness of the work provided under contract. The contract manager will decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and the contract manager's determination and decision will be final and conclusive.
- 6.13.2 In the event services performed by the Contractor do not conform to the requirements of this Contract as determined by the contract manager, the University, at its option, may request the Contractor to adjust service schedules, product selection or add/delete/revise locations of service to the University. All adjustments or requests will be as mutually agreed upon between the Contractor and the University.

**SECTION VII  
INSURANCE REQUIREMENTS**

**7.1 REQUIRED COVERAGE:**

For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Contractor shall obtain, at its sole expense and at no cost to the University, the following coverages and shall maintain such coverage in full force and effect:

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- 7.1.1 Commercial General Liability Insurance including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- 7.1.2 Professional Liability or Errors & Omission Insurance (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his own firm;
- 7.1.3 If, during the Term, Contractor will enter University property, Contractor shall also maintain the following insurance:
- Workers' Compensation and Employers Liability Insurance covering all individuals who provide Services pursuant to the agreement at the request of the Contractor, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas. Employer's Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person).
  - Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy;
- 7.1.4 University may require additional insurance coverages and/or limits depending on the nature and scope of the contract.
- 7.1.5 Providing and maintaining insurance coverage is a material term of this solicitation. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements no later than ten (10) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance. Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

**7.2 INSURANCE ENDORSEMENTS:**

The University shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies. A waiver of subrogation must be granted in favor of the University for all policies. Contractor's insurance coverage must be primary and non-contributory for all policies. A 30 day notice of cancellation or material changes must be provided to the University for all policies.

**7.3 EFFECT OF INDEMNIFICATION OBLIGATIONS:**

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Respondent in accordance with requirements set forth in the Contract.

**SECTION VIII**

**GENERAL INFORMATION QUESTIONNAIRE**

Please answer the following questions as a part of your proposal response. Type the question before your answer. In answering a question, you may refer to other sections or exhibits of your proposal by reference to the page where the information may be found. If the answer to one question appears in the answer to another, you may refer to your other answer. Answers should be sufficiently detailed to make unnecessary any further inquiries by the University.

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**Failure to respond completely to any of these questions may result in the entire proposal being rejected.**

### **RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

#### **Company Profile**

1. Legal name of the company:  
Address of office that would be providing service:  
Number of years in Business:  
Type of Operation (i.e. Individual, Partnership, and Corporation):  
Number of Employees:  
Annual Sales Volume:
2. A Statement that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the University.
3. Provide a Financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis), which indicates the financial stability of your company.
4. State whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the University.
6. Is your 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.
7. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and/or has previously provided **custodial services** of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, contract description, length of business relationship and any special requirements.
8. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any University employee? If yes, please explain.

#### **Transition to Contract**

9. Provide a statement of the transition requirements to implement the contract, any unique benefits, and other considerations. Briefly address the requirements, objectives and activities in Section VI.
10. Provide an estimate of the earliest start date following execution of a contract.
11. Submit a work plan with key dates and milestones. Your response should include:
  - a. Identification of tasks to be performed and/or equipment to be provided
  - b. Time frames to perform the identified tasks
  - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
12. Describe the strategy and controls that will be utilized to assure products and services provided, pricing and terms, project timeline, maintenance support and training. Include samples of reports and documents if appropriate.

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13. What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?
14. Describe your company's quality assurance program, what are your company's requirements, and how are they measured?

**Miscellaneous**

15. Provide a list of any goods or services not specified in this RFP that your company would provide to the University.
16. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the University selecting your company.

**SECTION IX  
EVALUATION CRITERIA PROCESS**

All proposals will be evaluated by appointed representatives of the University in accordance with the following procedures: The Appointed Representatives of the Evaluation Committee will evaluate the Respondents' written responses on the criteria set forth under General Business Requirements in Section 6. Those responses which pass ALL General Business Requirements will be further evaluated.

The written responses which have passed the General Business Requirements will be evaluated by the Evaluation Committee on the Criteria listed under Functional Requirements and under Operational Requirements (Section 6.2). A point value will be assigned by the Evaluator to each Criteria:

- 0 – Respondent did not respond to this Criteria
- 1 – The Response to this Criteria was Poor
- 2 – The Response to this Criteria was Fair
- 3 – The Response to this Criteria was Average
- 4 – The Response to this Criteria was Good
- 5 – The Response to this Criteria was Excellent

The Evaluations will take place separately and without discussion among Evaluation Committee members.

If Oral Presentations are required, a series of questions will be prepared by the Evaluation Committee and presented to each Short Listed Respondent by a Purchasing representative. Additionally, a set schedule will be made available from which a Presentation date will be chosen by Respondent.

If the Evaluation Committee determines that Oral Presentations are not required the determination of the preferred Respondent will be communicated to the Purchasing Department.

After preferred Respondent is identified, purchasing representative will send notification letters (via e-mail) to all Respondents regarding Evaluation Committee's decision to award.

Respondents are strongly encouraged to deliver their responses identifying the criteria listed below and explaining how the product meets or exceeds the criteria (e.g. "Criteria 1 – Our product meets the criteria by providing..."). THIS IS CRITICAL TO THE EVALUATION PROCESS. If possible, responses should be in the same order as the criteria.

**EVALUATION CRITERIA**

Respondents' demonstrated experience performing the requested services for institutions of higher education or business establishments of similar size.	15
Cost of Services	30
Proposed staffing and service schedules	20
Staff qualifications and sufficient resources	10

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Quality Assurance and Controls Procedures	10
Billing and report making capabilities	5
Safety Program	5
Sustainability/Green Cleaning	5
<b>Total</b>	<b>100</b>

Consideration may also be given to any additional information and comments if they should increase the benefits to the University. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations.

**SECTION X  
EXHIBITS**

**EXHIBIT A  
EXECUTION OF OFFER**



Execution of Offer  
11-12-15.pdf

**EXHIBIT B  
COST PROPOSAL SUMMARY**



RFP -Sugar Land 11.16.15.zip



RFP -Cinco Ranch 11.16.15.zip



RFP FY16 CRWC 11.15.16.zip



RFP-SHRL11.15.16.zip



RFP Student Center11.15.16.zip



RFP-Parking Garages11.15.16.zip



RFP -Classroo &GP11.16.15.zip



RFP- Research Buildings11.15.16.zip



RFP\_FY2016 Food & Dining11.16.15.zip

**EXHIBIT C  
HUB SUBCONTRACTING PLAN (HSP)**



RFP730-15052  
HSP-1.pdf

**EXHIBIT D  
STANDARD PURCHASING AGREEMENT**



Standard Purchasing  
Agreement\_Revised (

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**EXHIBIT E**  
**HSP TIPS INSTRUCTION**



HSP Tips Sheet  
Handout 6-18-15.pdf

**EXHIBIT F**  
**PROFESSIONAL IMAGE and CONDUCT POLICY**



Professional Image & Conduct Policy.zip

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