



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

REQUEST FOR PROPOSAL
RFP No. 789-190606FC
Custodial Services Contract for Lamar Institute of Technology

Class and Item: 910-39

All Proposals Must be Received By:
June 27, 2019 2:00 p.m. Central Time

Mail, Courier, or Hand Deliver Proposal To:
Lamar Institute of Technology
Attn: Sheryll Snider
Cecil Beeson Building, Room 215
855 E Lavaca
Beaumont, Texas 77705

NOTE TO POTENTIAL RESPONDENTS:

Responses to this solicitation (Proposals) must be received at the location designated above and time stamped on or before the time and date specified in this solicitation in order to be considered. Due to the nature of the solicitation and evaluation process being utilized, after receipt of proposals only the names of Respondents will be made public. Prices, terms and other proposal details will only be divulged upon written request after the Contract award, if one is made. All proposals submitted shall become the property of the State of Texas upon receipt.

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SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS:

1.1 GENERAL INFORMATION: Lamar Institute of Technology (LIT) is seeking proposals from qualified Contractors (Contractors, Respondents, or Proposers) to provide complete and comprehensive custodial services (services) on the LIT Campus in Beaumont, Texas and any other location determined by LIT. This Solicitation sets forth the terms, conditions, and requirements for Contractors to be consider for this project. LIT expects to enter into a exclusive Contract with the selected Contractor to provide services.

1.1.1 The Contract shall begin upon the execution of a Contract by LIT with the Awarded Contractor and extend through August 31, 2020, with the option for renewal at LIT's sole discretion. The term of the Contract, including one renewal periods, may not exceed two years.

Optional Renewal Periods:

1st Option – September 1, 2020 through August 31, 2021

Once a Contract is executed with the Contractor this period will be referred to as the "Contract Term".

1.1.2 Each proposal must state that it will remain valid for LIT's acceptance for a minimum of 180 days after the submittal deadline, to allow time for evaluation, selection, any required approvals, Contract formation, and any unforeseen delays. The successful proposal accepted by LIT shall remain valid for the full term of the agreement or other contractual arrangements resulting from this RFP.

1.2 PROHIBITED COMMUNICATIONS: During the period between when the proposal is made available to all prospective Contractors and the selection of the Contractor and subsequent award, Contractors nor their agents and /or representatives, shall directly discuss or promote their proposal response with any member of LIT, its employees, or any member of the Board except in the course of LIT sponsored inquires, briefings, interviews or presentation, unless requested by LIT. This prohibition is intended to create a fair, competitive environment for all potential Respondents, assure that decisions are made in public, and to protect the integrity of the procurement process. Violation of this provision may result in rejection of the Respondent's proposal.

1.3 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. The College strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Proposal information.

1.4 TYPE OF CONTRACT: Any Contract arrangement resulting from this solicitation will be in the form of a LIT Services Contract.

1.5 PARKING PERMIT REQUIREMENTS: The successful Contractor will be required to pick up a vendor parking pass at Lamar Institute of Technology's Cashier Office in the Beeson Building, first floor, 106.

1.6 PROPOSER QUESTIONS AND ADDENDA: Any clarifications or interpretations of this solicitation that materially affect or change its requirements will be issued formally by LIT as a written addendum. Respondents shall be required to consider only those clarifications and interpretations that LIT issues by formal written addenda prior to the submittal deadline.

1.6.1 This solicitation and any formal written addenda, if required, will be issued by LIT via the Electronic State Business Daily (ESBD) website located at: <http://www.txsmartbuy.com/sp> Please reference the solicitation number provided in this solicitation. It is the responsibility of each Respondent to check this website frequently for any posted addenda. Failure to acknowledge any and all addenda may result in the disqualification of your proposal.

1.6.2 **Pre-Proposal Conference:** A pre-proposal conference will be held. While not a requirement for submitting a proposal, it is highly recommended that all interested potential proposers attend this pre-proposal conference.

We would appreciate an email notification sent to purchasing@lit.edu, by Tuesday, June 18, 2019 at 10:00 a.m. Central Time, informing LIT if you plan to attend and how many will attend so we can plan for the site visit.

Pre-Proposal Conference Date and Location:

Wednesday, June 19, 2019 at 10:00 a.m.

Lamar Institute of Technology Facilities Department

Cecil Beeson Building Room 216

855 E Lavaca, Beaumont, Texas 77705

1.6.3 **Question Deadline:** Questions regarding this solicitation and requests for HUB Plan reviews shall be in writing to the Point of Contact listed in Section 1.8 no later than the time specified below.

Question Deadline: Thursday, June 20, 2019 at 12:00 p.m.

1.7 SUBMISSION OF PROPOSALS:

1.7.1 **Deadline and Location:** Submission of proposal shall be in writing to the Point-of-Contact listed in Section 1.8 no later than the time specified below. The **Proposer (not the carrier/mail service/other or LIT)** is solely responsible for ensuring that the documentation is received.

Submittal Deadline: Thursday, June 27, 2019 at 2:00 p.m.

Respondents shall submit proposals via mail, courier, or hand delivery to:

Lamar Institute of Technology Attn: Sheryll Snider

Cecil Beeson Building, Room 215

855 E Lavaca, Beaumont, Texas 77705

It is the Respondent's sole responsibility for preparing, submitting and delivering a response with all required materials to the designated location on or before the published submittal deadline. LIT has decentralized mail and package delivery. Courier mail or delivery services may not deliver directly to the specified submittal location. It is strongly recommended that the response be hand carried to insure receipt at the proper location.

1.7.2 If submitting by mail or courier service, the Respondent is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified above.

1.7.3 Failure to deliver by the submittal deadline may not be grounds for disputing the procurement solicitation process or any resulting Contract award.

1.7.4 The Point-of-Contact identified in Section 1.8 will identify the official time clock at the Proposal submittal location identified above.

1.7.5 LIT will not acknowledge or accept Proposals submitted by telephone, facsimile (fax), electronic mail (e-mail) or other electronic means.

1.7.6 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's point of contact by the submittal deadline for receipt by the Point-of-Contact.

1.7.7 The names of the submitting Respondents will be read aloud immediately following the date and time stated in 1.8.1.

1.8 **POINT-OF-CONTACT:** The following person is the authorized Point-of-Contact for this solicitation. Respondents are reminded that LIT is not bound by any oral statements or representations. Respondents shall restrict all contact with, and direct all questions regarding this solicitation including questions regarding terms and conditions in writing to:

Sheryll Snider
855 E Lavaca, Beaumont, Texas 77705
purchasing@lit.edu
(409) 839-2021 office

1.9 **SCHEDULE OF PROPOSAL PROCESS:**

DATE:	EVENT:
June 6, 2019:	Publication of RFP on the Electronic State Business Daily
June 18, 2019:	10:00 a.m. , Voluntary notification of intent to attend Pre-Proposal Conference
June 19, 2019:	10:00 a.m. , Voluntary Pre-Proposal Conference
June 20, 2019:	12:00 noon , deadline to submit written questions regarding the RFP.
June 27, 2019:	2:00 p.m. , deadline to submit Proposal .
During July, 2019:	Post-proposal interviews or presentations, if required.
By End of August, 2019:	Anticipated award of Contract upon execution.

This schedule may be modified or changed at the sole discretion of LIT if it is determined to be in LIT's best interest to do so.

1.10 **LIT'S RESERVATION OF RIGHTS:** LIT reserves the right to reject or accept any and all responses and/or temporarily or permanently abandon the Contract, make no award or waive minor process irregularities. LIT makes no representations, written or oral, that it will enter into any Contract with any Respondent to this solicitation and no such representation is intended or should be construed by the issuance of this solicitation.

1.11 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting a Proposal, the Respondent acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and

conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the Respondent acknowledges and accepts that determination of the best value Contractor will require some subjective judgments by LIT.

1.12 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this solicitation process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.

1.13 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may respond. LIT will only enter into a Contract with an individual firm or formal organization that submits a Proposal.

1.14 STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS PLAN: All agencies of the State of Texas are required to make a good faith effort to assist Historically Underutilized Businesses (HUB) in receiving contract or subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Contract resulting from this RFP, Respondent subcontracts any of the services then, Respondent must make a good faith effort attempt to utilize HUBs certified through the Statewide HUB Program.

Proposals that fail to comply with the subcontracting requirements contained in this solicitation will constitute a material failure to comply and will be rejected by LIT as non-responsive. Any subcontracting of the Services by the successful Respondent is subject to review by LIT to ensure compliance with the HUB program requirements.

If LIT determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response.

1.14.1 Statement of Probability: **For this RFP a HUB Subcontracting Plan is required. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposal.**

1.14.2 The HUB Subcontracting Plan form and HUB policy can be found on the Texas Comptroller of Public Accounts website at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

1.15 REQUIRED NOTICES INSURANCE COVERAGE:

The Contractor will carry and will cause its subcontractors to carry, at least the following insurance with companies admitted to do business in the State of Texas and having an AM Best Rating of A-, and in amounts (unless otherwise specified), as LIT may require:

1.15.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than:

Statutory Limit - Each Accident	\$500,000
Occurrence - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Waiver of Subrogation and 30 Day Notice of Cancellation endorsements are required.

1.15.2 Commercial General Liability

General Liability	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation endorsements are required.

1.15.3 Commercial Automobile Liability Insurance covering all owned, non-owned, leased, or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Additional Insured, Waiver of Subrogation and thirty day Notice of Cancellation endorsements are required.

1.15.4 Additional Insurance Requirements:

- Additional insured endorsements providing Ongoing and Completed Operations.
- Primary and Non-Contributory endorsement required on General Liability.
- Additional Insured and Waiver of Subrogation endorsements must be in favor of: Lamar Institute of Technology, Member of The Texas State University System, their agents, servants, employees, officers, heirs, assigns, successors in interest & representatives in connection with the work.

Coverage Period

- Commercial General Liability Insurance will be kept in force until receipt of Final Payment by LIT to Contractor; and
- Worker Compensation Insurance and Employer Liability Insurance will be kept in force until the work has been fully performed and accepted by LIT in writing;
- If required, Errors and Omissions Insurance will be kept in force an additional two years after the work has been fully performed and accepted by LIT in writing.

1.16 REQUIRED BONDING:

1.16.1 Bonding: All employees of Contractor shall be bonded for no less than \$50,000 each.

1.16.2 Performance Bond: The awarded contractor shall maintain and provide, fifteen days prior to the start of the contract, to LIT's benefit a letter of credit or a performance bond, each year in the amount of one half of the amount due annually under the contract. Should the Contractor elect to furnish and maintain a performance bond, the bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and executed on forms approved by the Attorney General of the State of Texas.

1.17 PAYMENT TERMS: The awarded Contractor shall not begin or provide any services until issuance of a Contract by LIT. LIT does not guarantee a specific compensation to the Contractor throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

1.17.1 Payment will be made by LIT Accounts Payable Office after receipt of a correct Invoice and a payment approval from the department. Submit original invoices to:

Lamar Institute of Technology
Attn: Accounts Payable
P. O. Box 10043
Beaumont, Texas 77710

1.17.2 LIT's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act*).

1.17.3 [Section 51.012, Education Code](#), authorizes LIT to make payments through electronic funds transfer methods. Respondent agrees to accept payments from LIT through those methods, including

the automated clearinghouse system (ACH). Respondents agree to provide Respondent's banking information to LIT in writing on Respondents letterhead signed by an authorized representative of Respondent. Prior to the first payment, LIT will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to LIT in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

1.17.4 LIT, an agency of the State of Texas, is exempt from Texas Sales and 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.

1.18 **DEFAULT AND TERMINATION**: In the event that the awarded contractor is non-complaint with any portion of this contract, LIT will give the contractor 30 days written notice to comply. If compliance is unsatisfactory after 30 days, LIT has the right to terminate the contract. If contract is not to be renewed at the end of its initial term or any renewal term, LIT will give contractor 30 days written notice of non-renewal. Either party may terminate this Agreement for any reason upon 90 days written notice to the other party.

1.19 **LOSS OF FUNDING**: Performance by LIT under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature), allocation of funds by the Board of Regents of The Texas State University System (Board) or funding availability through a Sponsored Program Funding Agency. If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, or funding is not available through a Sponsored Program Funding Agency, then LIT will issue written notice to Contractor and LIT may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of LIT.

1.20 **CONTRACT CONTROLLING**: These Terms and Conditions shall take precedence over any Terms and Conditions contained in any Proposal, like document or any document referenced or attached. The Contract shall be construed under the laws of the State of Texas, and venue for any action brought hereunder shall be Jefferson County, Texas.

1.21 **UNDOCUMENTED WORKERS**: The *Immigration and Nationality Act* (Immigration Act) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form (1-9 Form) as the document to be used for employment eligibility verification. Among other things, the successful Respondent is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the 1-9 Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individuals national origin or citizenship status. If the successful Respondent employs unauthorized workers, during the performance of the Contract, in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, LIT may terminate the Contract. Successful Respondent represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

1.22 EQUAL OPPORTUNITY: Pursuant to Applicable Laws, the successful Respondent represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

1.23 BACKGROUND CHECKS: The awarded Proposer, prior to the issuance of a purchase order, shall be required to perform background checks on all employees coming into contact with students, faculty, or staff, per Texas State University System Rules and Regulations, Chapter III, Paragraph 10.3. 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 or background check within twenty-four hours upon request.

1.24 REQUIRED TERMS AND CONDITIONS:

1.24.1 Limitations: The parties are aware there are constitutional and statutory limitations on the authority of LIT (a State agency) to enter into certain terms and conditions that may be part of this agreement, including terms and conditions relating to liens on LIT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to limitations will not be binding on LIT except to the extent authorized by the laws and constitution of the State of Texas.

1.24.2 Alternative Dispute Resolution: If a dispute, or controversy, or claim arises out of or relates to this Contract, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.

1.24.3 The successful Respondent shall be an Independent Contractor, and neither the successful Respondent nor any Employee of the successful Respondent shall be deemed to be an Agent or Employee of LIT. As an Independent Contractor, the successful Respondent will be solely responsible for determining the means and methods for performing the services described. The successful Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of LIT relative to conduct on its premises.

1.24.4 The Contract (including all Exhibits, Attachments, etc.) constitutes the sole Contract of the parties and supersedes any other oral or written understanding or Contract. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by LIT and the successful Respondent.

1.24.5 Except as otherwise provided, neither the successful Respondent nor LIT, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in the Contract caused by Force Majeure as defined in the solicitation. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

Force Majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could

not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three business days of the existence of such Force Majeure or otherwise waive this right as a defense.

1.24.6 Representations and Warranties by the successful Respondent. If the successful Respondent is a corporation or a limited liability company, the successful Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and the Contract, and the individual executing the Contract on behalf of the successful Respondent has been duly authorized to act for and bind the successful Respondent.

1.24.7 Products and Materials Produced in Texas. If the successful Respondent will provide services under the Contract, the successful Respondent covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations, the successful Respondent will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

1.24.8 Access by Individuals with Disabilities:

The successful Respondent shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

The successful Respondent represents and warrants that the electronic and information resources and all associated information, documentation, and support (collectively, the EIRs) that it provides to LIT under the Contract comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rules §206.50 and §206.70 of the Texas Administrative Code authorized by Chapter 2054, Subchapter M of the Texas Government Code, United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA. All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA) that describes compliance with Section 508. In the event that the successful Respondent fails or is unable to do so, then LIT may terminate the Contract and the successful Respondent will refund to LIT all amounts LIT has paid under the Contract within thirty-days after the termination date.

1.24.9 Ownership of Work Products including Intellectual Property:

The parties shall deem all work products produced as a result of this agreement as “works for hire.” Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this agreement shall be LIT exclusive property, to use as LIT deems appropriate.

Successful Respondent relinquishes all claims to copyright and other intellectual property rights in favor of LIT. Neither successful Respondent nor its Subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of LIT’s authorized representative, or designee.

1.24.10 The President of LIT or an Authorized Designee, may require the successful Respondent to remove any person from the campus that, in his or her judgment, poses a danger to health or safety.

1.24.11 Compliance with LIT policies:

Respondent is notified that in the event of an award the following LIT policies, at a minimum, shall apply to a Contractor's employees and subcontractors while on the LIT campus:

- a) On-campus driving and parking
- b) Prohibition on smoking or tobacco use
- c) Fire safety and hazardous materials
- d) Drug-free workplace
- e) Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation

LIT policies may be viewed at <https://www.lit.edu>

1.24.12 Contractor Certification regarding Boycotting Israel. Pursuant to Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.24.13 Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.24.14 In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the Contract is considered to be a part of the executed Contract without regard to:

- a) Whether the provision appears on the face of the Contract; or
- b) Whether the Contract includes any provision to the contrary.

SECTION 2 – EXECUTIVE SUMMARY:

2.1 **HISTORICAL BACKGROUND:** Lamar Institute of Technology traces its roots back to March 8, 1923, when the South Park School District in Beaumont authorized its superintendent to proceed with plans to open a “junior college of the first class.” On September 17, 1923, 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. The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

Lamar Institute of Technology is a great center of learning for everyone in Texas. 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 more than 50 degree and certificate programs covering a wide range of career and technical educational opportunities. We are a Member of The Texas State University System and 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.

2.2 **MISSION STATEMENT:** Lamar Institute of Technology provides innovative teaching and learning for tomorrow's workforce. Our new mission statement is in alignment with our three college goals.

SECTION 3 – PROPOSAL AND CONTRACT REQUIREMENTS:

3.1 PROPOSAL GENERAL INSTRUCTIONS:

3.1.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to meet the requirements of this solicitation. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of LIT's needs.

3.1.2 Respondents shall carefully read the information contained in this solicitation and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

3.1.3 Pricing: Include any and all costs including cost of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, and installation in the unit pricing for this proposal. All pricing must be in United States Dollars.

3.1.4 Property of LIT: Proposals and any other information submitted by Proposer in response to this RFP shall become the property of LIT.

3.1.5 Conditional Clauses: Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by LIT, at its option.

3.1.6 Required Documents: Failure to return all required information, submissions, and documents listed in this RFP will result in the Proposal being determined as non-responsive and the Proposal rejected. Following is a list of documents that are to be returned as part of the Proposal submittal.

Complete Proposal - per requirements of this RFP

Completed and signed HUB Subcontracting Plan - See Section 1.15

Evaluation Criteria - See Section 4

Signed Execution of Offer - See Section 7

Staffing Schedule - See Section 8

Pricing and Delivery Schedule - See Section 9

3.2 PROPOSAL FORMAT AND REQUIRED COPIES:

3.2.1 **Proposer shall submit to the attention and address listed in Section 1.8:**

- **One original complete paper copy of the entire RFP Proposal (including response to all requirements of this RFP, Evaluation Criteria, Execution of Offer, Staffing Schedule, Pricing and Delivery Schedule, and HUB plan)**
- **Four identical paper copies of the entire proposal**
- **One complete electronic copy of the entire proposal, the electronic copy should be in Adobe Acrobat PDF format on a USB drive.**

A signature by an authorized representative of Proposer must appear on the Execution of

Offer included in the submitted proposal, both paper and electronic.

3.2.2 Proposals shall be printed on letter-size paper and assembled with spiral-type bindings or staples. Do not use metal-ring binders.

3.2.3 Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.

3.2.4 Proposal shall include a Table of Contents with page numbers for each page.

3.3 SELECTION PROCESS:

3.3.1 Administrative Review: LIT will review timely received responses to determine if mandatory requirements are met and to verify that the Proposals meet administrative and formatting requirements. Compliant responses will be approved for subsequent evaluation steps.

3.3.2 Evaluation: The Evaluation Committee will use detailed evaluation and weighting guidelines to carefully review and assign a score to each section of each response. Upon completion of the evaluation and scoring, the next step of this evaluation will be performed.

3.3.3 Reference Checks, Clarification, and Product Demonstration and Presentation: LIT will perform reference checks and seek further information, as needed, from all Respondents whose responses LIT, at its discretion, considers viable based on the Evaluation.

LIT may, at its sole discretion, invite selective responsive Respondent, at the Respondent expense, to give an oral presentation and respond to questions. Presentations, at LIT's discretion, may be either on site at LIT, by video conference, or by teleconference. On site visits may be conducted by LIT at the offices and/or facilities of those Respondents selected for further consideration.

3.3.4 Negotiations or Discussions: If possible, an award will be made without holding negotiations. 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. Respondents are strongly encouraged to submit your best offer at the time proposals are due.

3.4 AWARD OF CONTRACT

3.4.1 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.

3.4.2 No Guarantee of Award: LIT makes no warranty or guarantee that 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 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 previous communication or response submitted by Proposer, other than this RFP.

3.5 CONTRACTUAL REQUIREMENTS:

3.5.1 Contract: LIT intends to execute a contract for custodial services with the awarded contractor. This contract will be completed and executed at time of award. Proposers should not include a sample contract with their proposal.

3.5.2 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.

3.5.3 Payment Method: The Contractor will submit a detailed monthly invoice and LIT will remit payments on a monthly basis. LIT will pay for the majority of the contract items on an equal payment basis where one-twelfth of the annual contract amount is paid monthly. LIT will pay within 30 days of the receipt of invoice. Some items on this proposal are to be utilized on a per event or as needed basis. These items are to be invoiced monthly when utilized and not included in the equal payment portion of the Contract. LIT will pay for these items within 30 days of receipt of invoice. The items are noted on the Proposal form. **Cost for emergency call outs will be included in the base price.** Contractor can expect 5-10 emergency call outs per year. LIT will only be billed for actual services provided.

3.5.3 Contract Assignment: No portion of the custodial operation or of any negotiated and executed contract for the LIT custodial services may be sublet, subcontracted, or otherwise assigned by the Contractor without the prior written consent of LIT.

3.5.4 Re-Award: LIT reserves the right and has the option to re-award this contract to the next highest ranked Proposer that meets the requirements of the RFP, if the initial awarded Proposer cannot meet the requirements of the RFP, throughout the term of the Contract.

SECTION 4 – EVALUATION CRITERIA:

4.1 EVALUATION OF PROPOSALS: It is the intent of LIT to award a Contract to the responsible, responsive Proposer that submits a proposal which meets the minimum criteria set forth herein, and that represents the best value to LIT. All properly submitted proposals will be reviewed, evaluated, and ranked by LIT.

4.2 REVIEW PANEL: Proposals will be evaluated by a review panel on the basis of the criteria listed below. Only criteria designated in the solicitation can be considered in the award determination.

4.3 WEIGHTED VALUES: Evaluation Factors will be weighted at follows:

<u>Cost of Custodial Services</u>	<u>50%</u>
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- Pricing as presented in Section 8, Pricing and Delivery Schedule
- Percentage increase, if any for optional years for cleaning and supplies

<u>Proposer's Personnel and Staffing Plan</u>	<u>30%</u>
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- Supervisory Experience
- Staffing Experience
- Proposer's Staff Training Programs
- Personnel Handbook, Policy Manual, Safety Manual

- Staffing Worksheet, Staffing Plan and Policies
- Proposer's Transition Plan
- Uniforms and Employee Identification

Equipment and Chemicals **10%**

- Proposers shall provide a complete and detailed list of all equipment to be used. List to include, but not limit to, manufacture, model, number, and each.
- Proposer shall provide a complete and detailed list of all chemicals to be used. List to include, but not limit to, manufacture, name, and MSDS Sheet.

Proposer's Business Information, References, History, and Quality of Response **10%**

- Company profile, and history.
- Business references, current Higher Education customers references.
- Quality of RFP response and how well did the Proposer follow the instructions of the RFP.

SECTION 5 - SPECIFICATIONS

5.1 INTRODUCTION AND BACKGROUND:

5.1.1 **LIT Custodial Services:** Currently LIT Facilities Services are responsible for the main campus in Beaumont, Texas which consists of approximately thirteen Educational and General Purpose (E&G) buildings representing approximately ~~237,933~~ **216,907** gross square feet (GSF).

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. Contractor will be expected to perform most cleaning activities during non-peak hours in order to service the campus community.

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.

5.2.3.1 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 Provide certificates of insurance that meet the minimum requirements outlined in the Insurance Requirements Section 1.15.

5.2.5 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, floor technician etc.)

5.2.5.1 Explain staffing and management plan for campus.

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

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

5.2.5.4 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.

5.2.5.5 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.

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

5.2.6 Operations Plan and Policies:

5.2.6.1 Explain quality control procedures.

5.2.6.2 Explain emergency cleaning procedures.

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

5.2.6.4 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.

5.2.6.5 Provide list of machines, equipment, and supplies proposer will use. LIT will have final approval of all machines, equipment, and supplies used.

5.2.6.6 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.

5.2.6.7 Explain security plans and procedures.

5.2.6.8 Provide description of uniforms (and image if available) to be worn by Contract personnel.

5.2.6.9 Provide safety history of your firm and a general plan on safety practices to be followed at LIT.

5.2.6.10 Proposer shall agree to fully cooperate with LIT Security concerning the enforcement of LIT regulations.

5.2.6.11 To insure a smooth transition and uninterrupted service of operations, proposers should submit a detailed transition plan as part of the proposal.

5.2.7 **Pricing:** Proposer shall complete the Pricing and Delivery Schedule Section 9 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 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:** The University 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 9.

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 call-outs 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.

6.1.3 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 9 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 restrooms, 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
TC	Technology Center	2	4	23,032	2	.68
PATC	Petrochemical & Advanced Technology Center	2	4	38,298	2	1.13
MPC	Paul & Connie Szuch Multi-Purpose Center	2	6	56,800	2	1.68
TA4	Technical Arts IV	1	1	15,716	2	.46
TA5	Technical Arts V	1	1	10,272	2	.30
T2	Process Unit	1	0	3,831	2	.11

TW	Tommy Williams Technology Training & Educational Building	1	4	32,102 11,076	2	.95
TA5A	Technical Arts V Annex A	1	0	2,870	2	.08
TA5B	Technical Arts V Annex B	1	0	2,870	2	.08
TD	Truck Driving	1	2	4,584	2	.14
SS	Student Success Building	1	2	19,000	2	.56
FA	Regional Fire Academy*	1	2	3,384	2	.10

***The Contractor will clean the LIT Fire Academy floors twice a year, once after the Fall Semester and once after the Spring Semester.**

SECTION 7 – EXECUTION OF OFFER:

NOTE TO RESPONDENTS: SUBMIT THIS ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENTS PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER SHALL RESULT IN REJECTION OF THE PROPOSAL. SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT LIT'S OPTION, MAY RESULT IN TERMINATION OF ANY AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT. BY SIGNATURE HEREON, RESPONDENT:

7.1 Acknowledges and agrees that (1) this solicitation is a solicitation for Statements of Qualifications and Pricing Proposal and is not a Contract or an offer to Contract; (2) the submission of Statements of Qualifications/Pricing and Proposal by Respondent in response to this solicitation will not create a Contract between LIT and Respondent; (3) LIT has made no representation or warranty, written or oral, that one or more Contracts with LIT will be awarded under this solicitation; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this solicitation.

7.2 Offers and agrees to furnish to LIT products and/or services more particularly described in the Statement of Work and to comply with all terms and conditions and requirements set forth in the solicitation documents and contained herein.

7.3 Affirms that he neither has given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal.

7.4 Certifies, as a corporate Respondent, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

7.5 Certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, ET. seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Statement of Qualifications submitted to any competitor or any other person engaged in a similar line of business.

7.6 Represents and warrants that:

7.6.1 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

7.6.2 Respondent, if selected by LIT, will maintain insurance as required by any agreement or Contractual arrangement resulting from this solicitation;

7.6.3 All statements, information and representations prepared and submitted in response to this solicitation are current, complete, true, and accurate. Respondent acknowledges that LIT will rely on such statements, information and representations in selecting the successful Respondent. If selected by LIT as the successful Respondent, Respondent will notify LIT immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

7.7 Certifies that the individual signing this document and the documents made part of this solicitation is authorized to sign such documents on behalf of the company and to bind the company under the Contract.

7.8 Certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 34 TAC 20.32 (68).

7.9 Certifies as follows:

7.9.1 “Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this Proposal or the Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.”

7.9.2 “Under Section 2155.004, *Texas Government Code*, the Respondent certifies that the individual or business entity named in this Proposal or the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.”

7.10 Certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior to your solicitation response. All such disclosures will be subject to administrative review and approval prior to LIT entering into any agreement or Contractual arrangement resulting from this solicitation.

7.11 Affirms that no compensation has been received for participation in the preparation of the specifications for this solicitation. (ref. Section 2155.004 Texas Government Code).

7.12 Represents and warrants that all articles and services quoted in response to this solicitation meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

7.13 Signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

7.14 Agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of the Contract.

7.15 Agrees that any payments that may become due under the 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. Pursuant to Section 231.006, Family Code, the Respondent certifies that it is not ineligible to receive the award of or payments under this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

7.16 Certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of The Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of any Contract resulting from this Solicitation.

7.17 Agrees to LIT's general terms and conditions which can be found at the following link:
<https://www.lit.edu/pdf/5438/GeneralTerms.pdf>

EXECUTION OF OFFER: RFP NO 789-190606FC

Respondent's Company Name: _____

Federal Employee Identification Number (FEIN): _____

State of Texas Vendor Identification Number (VIN): _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(City, State, Zip Code)

(Phone Number)

(Email Address for Solicitation Notification)

(Authorized Signature)

(Date)

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:

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 Floor Technicians: _____

SECTION 9 – PRICING AND DELIVERY SCHEDULE

Proposal of: _____
Respondent Company Name

To: Lamar Institute of Technology

RFP No. 789-190000F

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish custodial services required pursuant to the above referenced Request for Proposal upon the terms quoted below.

Proposer shall complete the Pricing Schedule and submit with their Proposal. Contactor shall insure that all figures are accurate and legible. Compensation and fees will be evaluated based on the Respondent(s) submitted pricing, for the rate of services.

9.1 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 ~~220,000—240,000~~ **200,000 – 220,000** GSF.

9.2 ESCALATION RATE:

Prices shall be firm throughout the initial one-year term of the Contract. 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:

_____% First Renewal Option Period September 1, 2020 – August 31, 2021

9.2.1 * 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.

9.2.2 If Contractor is proposing an increase for the Alternates (event cleaning and hourly) on a renewal year, please include a separate detailed worksheet.

9.3 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

9.4 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

9.5 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