REQUEST FOR PROPOSAL
Sam Houston State University
A Member of The Texas State University System
Procurement and Business Services

Reference Number 753-16-001JEB

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville, TX 77341

Custodial Services

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services
CHSS Bldg - 1901 Avenue I, Suite 452
Huntsville, TX 77340

PROPOSAL MUST BE RECEIVED BY: 3 PM Central Time CT June 18, 2015

FAX PROPOSALS WILL NOT BE ACCEPTED

Show RFP Number, Opening Date and Time on Return Envelope

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made. In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published proposal opening, the published due date will default to the next open business day at the same time.

Agency Invoice Address:  
Sam Houston State University 
Disbursements  
Box 2185 
Huntsville, TX 77341

Refer Inquiries To:  
Procurement and Business Services  
Jeremy Barrett, Purchaser I  
Telephone No: 936 294-4669  
E-mail: jeb037@shsu.edu

All proposals should be completed as required by the instructions in this Request For Proposal, signed, and returned by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request For Proposal, Section E.)

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.
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A-1 Information About Sam Houston State University

Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state’s fifth oldest continuously operating institution of higher education. With nearly 100,000 graduates, SHSU has touched the lives of generations of Texans by helping to shape the economic, social and cultural development of this state and beyond.

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year “the Normal” opened with 109 students, four faculty members and its first principal, Bernard Mallon.

Created to train school teachers, today’s Sam Houston State University offers a broad range of academic programs leading to bachelor’s, master’s and doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2013, SHSU experienced another record enrollment, with 19,214 students. The physical plant is undergoing significant expansion and improvements at a cost of more than $250 million.

Central to the university’s recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly “a great name in Texas education.”

A-2 Scope of proposal

A-2a Scope:

Residence Life

Currently, the University has 8 large residence halls, 17 small houses and one apartment complex with an approximate bed count of 3290 (Additional large dorm to be added in August 2017 to make 9 large dorms.) The University community consists of approximately 3,440 students in campus housing. The Residence Life business offices located at 910 Bearkat Blvd and the Residence Life Maintenance office located 1401 22nd Street are to be included in the custodial services RFP. The University offers courses during a Fall semester, Spring semester, and two Summer sessions. In addition, numerous summer camps and related activities occur in Residence Life spaces. There is no community or common style bathroom in the residence facilities; rather, each suite of two to four students shares one bathroom. However, some facilities contain public restrooms. All facilities have public areas that can include reception, lounges, game rooms, television lounges, wash rooms, kitchen areas and offices. Most facilities have interior hallways, while several have resident rooms that open to the outside apartment style. Further, while concentrations of facilities do occur, it should be noted the housing facilities are located throughout the University campus. In addition to standard housing cleanings, there are some specialty cleaning situations for Residence Life included on the RFP form.

Athletics and Recreational Sports

Various events are held in the University’s Athletic Stadiums. The Athletic Department wishes to include Bowers Football Stadium, Bearkat Softball Field, Baseball/Softball Complex (stadiums), all Locker Rooms at all athletic facilities, and Bowers Field House in this RFP for custodial services. Similarly the Department of Recreational Sports has certain areas requiring more traditional cleaning, and desires a proposal on cleaning costs as well as pricing for cleaning services for the various events held in the Johnson Coliseum.
SECTION B  PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1 Proposal Delivery Instructions

B-1a Proposals Must Be Received By: 3 PM Central Time  June 18, 2015

B-1b Proposal Delivery: The proposal must be time stamped at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services prior to the specified opening date and time. If the proposal is hand carried to SHSU, Procurement and Business Services is located in CHSS Building, Suite 452.

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<td>1901 Avenue I  Suite 452</td>
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<td>Huntsville TX  77341</td>
<td>Huntsville TX  77340</td>
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B-1c Unacceptable Proposal Delivery Methods: The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc) in response to this RFP. Faxed proposals are not acceptable.

B-1d Proposer Responsibilities:

a. The proposer, (not the carrier/mail service/other or University), is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement and Business Services Department as specified on the RFP form.

b. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.

c. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

B-1e Proposal Envelope/Box/Container: Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified with RFP number, due date and time. It is the proposer’s responsibility to have the proposal correctly marked and delivered to SHSU Procurement and Business Services by the specified date and time for receipt.

B-1f Read and Respond: Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.

B-2 RFP Methodology/Process

B-2a Proposer’s Acceptance of Evaluation Methodology: By submitting a proposal, the proposer 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 proposer recognizes that some subjective judgments must be made by the University during the RFP process.

B-2b Selection Process: The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from companies that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

B-2c Criteria for Award: The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, that is the most advantageous to the University. The factors to be considered by the University in evaluating
proposals and selecting the successful proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.

B-2d **Public Information:** The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature unless otherwise indicated by the proposer in accordance with section 1.11 of the Terms and Conditions above. All information not clearly marked as proprietary or confidential may be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001) after all contracts associated with the award are executed. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

B-2e **Costs of Preparing Proposals:**
   a. The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer’s response to this solicitation.
   b. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

B-2f **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 proposor(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due.

B-2g **Pricing:** Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. in the unit pricing of this proposal.

B-2h **Property of the University:** Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.

B-2i **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 University, at its option.

B-2j **Proposal Validity Period:** Each proposal must remain valid, for University’s acceptance, for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

B-2k **Modification or Withdrawal:** Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.

B-2l **No Compensation For Proposal Preparation:** University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly stated. Proposer submits its proposal at its own risk and expense.

B-2m **Failure to Comply:** Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, at its discretion.

B-3 **Proposer Questions and Addenda**

B-3a **Proposer Questions:** After the RFP is advertised, proposers will have until 10 AM Central Time, May 22, 2015, to submit written questions for clarification of the proposal. Send questions to Jeremy Barrett via e-mail to jeb037@shsu.edu or fax to 936 294-1997. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily and the Walker County
Alliance web page. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the proposer's responsibility to continually check the web site for Addenda.

B-3b **Addenda to Request For Proposal and Award Information:** If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum and/or as Responses to Questions. The addendum will be posted on the Texas Electronic State Business Daily at http://esbd.cpa.state.tx.us/ and on the Walker County Alliance web page at www.shsu.edu/wca. It is the responsibility of the proposer to monitor the website for addenda or other written responses. In addition, information about the award will be posted on both web sites.

B-4 **Preproposal Conference /Site Visit:**

B-4a **Pre-Proposal Conference:** A pre-proposal conference/site visit will be held **Wednesday, May 20, 2015 at 10:00 a.m. (CT)** at the Residence Life Maintenance Building 1401 22nd Street, Huntsville, TX 77340. Attendance at the pre-proposal/site visit is strongly encouraged.

B-5 **General Information**

B-5a **Intended Use:** The University will utilize the deliverables identified in the Specifications to provide custodial services.

B-5b **Class and Item:** 910-39

B-5c **Contact with the University:** Contacts with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposers are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

B-5d **Parties to the Proposal/Resulting Contract:** Sam Houston State University (SHSU) and the contractor. Residence Life, Athletics, and Recreational Sports are departments of SHSU.

B-5e **Bid Bond:** A cashier’s check, letter of credit, or bid bond executed by a corporate surety or sureties authorized to do business in the State of Texas, in the amount of $10,000.00 must accompany the proposal. Security must be made payable to Sam Houston State University. Failure to comply will result in rejection of the proposal. Cashier’s Checks will be returned to vendors.

B-5f **Performance Bond:** The awarded contractor shall maintain and provide, 30 days prior to start of contract, to the University’s benefit a letter of credit or a performance bond, each year in the amount of one half of the amount due annually. 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.

B-5g **Termination/Cancellation:** In the event that the awarded contractor is non-compliant with any portion of the contract, Sam Houston State University will give the contractor 30 days written notice to comply. If compliance is unsatisfactory after 30 days, Sam Houston State University 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, Sam Houston State University will give contractor 60 days written notice of non-renewal. Either party may terminate this Agreement for any reason upon 180 days written notice to the other party.

B-5h **Performance Period:**

- **Initial Period:** February 1, 2016 or date of award if later, through January 31, 2019.
- **First Option Year:** February 1, 2019 through January 31, 2020.
- **Second Option Year:** February 1, 2020 through January 31, 2021.
- **Third Option Year:** February 1, 2021 through January 31, 2022.
- **Fourth Option Year:** February 1, 2022 through January 31, 2023

B-5i **Option to Extend the Term of the Purchase Order:** The University may extend the term of the resulting purchase order in one year increments by written notice to the vendor at least 30 days prior to the end of the performance period. The total duration of the order, including the exercise of options, shall not exceed seven (7) years.
B-5j  **Start Date/Contract Term** The successful contractor will begin service, on February 1, 2016 for a period of 36 months or on the date of award, to end on January 31, 2019 (if the award is made and the vendor cannot start on that day, the date of service is to begin no later than fifteen (15) days from the date of award. (If service begins in the middle of a month, the monthly price will be pro-rated based on a 30 day month). Contract may be renewed for up to four (4) additional one-year periods renewed annually. SHSU reserves the right to extend this contract for up to 4 additional months at the end of the initial period or after any of the renewal periods at the proposed escalation rate, if the extension is at the end of the fourth renewal period, the pricing from the fourth renewal period will be utilized for the monthly pricing. The decision to extend the contract will be made based upon the recommendations of the authorized representatives of Sam Houston State University and the contractor. Final approval for any extensions shall be made by Sam Houston State University.

B-6  **Preparation and Submittal Instructions**

B-6a  **Execution of Offer:** Please complete, sign and return the attached **Execution of Offer** as part of the proposal. The **Execution of Offer** must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

B-6b  **Number of Copies:** Proposer should submit a total of six (6) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the **Execution of Offer** of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “**original**” on the front cover of the proposal.

B-6c  **Qualifications** Provide with your proposal; qualifications and resume on personnel that will be in charge of this project, to include education, experience, and previous employment.

B-6d.  **References** Proposer will provide contact information from a minimum of three references of similar listed work, complete with name, address, phone number, and type of service provided.

B-6e  **Submission**

1. Proposals must be received by University on or before the Submittal Deadline at the location stipulated.
2. Proposer should submit all required proposal materials enclosed in a sealed envelope, box, or container. The RFP and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.
3. University will not consider a proposal received after the Submittal Deadline under any circumstances.
4. University will not accept proposals submitted by telephone, facsimile (“FAX”) transmission, or electronic transmission (“E-mail, disk, or CD-Rom”) in response to this RFP.

B-6f  **No Response** An entity wishing to submit a ‘No-Response’ is requested to return the **Execution of Offer**. The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ on the **Execution of Offer** form.

B-6g  **Page Size, Binders, and Dividers:** Proposals should be typed on letter-size (8-1/2” x 11”) paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

B-6h  **Table of Contents:** Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

B-6i  **Presentations** Sam Houston State University may invite the responsive firm(s), at the firm(s) expense, to give an oral presentation and respond to questions.
B-7 The State of Texas Historically Underutilized Business (HUB) Subcontracting Plan:

a. Proposals over $100,000 (including initial award and all potential option/ extension periods) submitted without a HUB Subcontracting Plan will not be considered for award.

b. Sam Houston State University has adopted the TPASS rules as their own HUB rules (Texas Government Code 2161.003 – Agency Rules and Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.15. It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that that subcontracting opportunities are probable under this contract.

Proposers who intend to subcontract must perform their good faith effort in completing the HSP. Failure to do so will result in disqualification. When completing the HSP make note that the University’s HUB goals are as follows:

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<td>Professional Services</td>
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<tr>
<td>Other Services</td>
<td>12.00%</td>
</tr>
<tr>
<td>Commodities</td>
<td>25.00%</td>
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c. HSP forms have been provided. On-line HSP forms and an instructional video for properly completing the HSP are available at:

http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

You are strongly encouraged to view the on-line training video for the HUB Subcontracting Plan (HSP) before preparing your plan.

d. For assistance or if you have any questions regarding the HSP, please contact Sam Houston State University’s HUB Coordinator, Bob Chapa, at (936) 294-4670.

B-8 Proposal content

B-8a Qualifications and References: as per paragraph B-6c and B-6d and D-2b.

B-8b Execution of Offer and Base Pricing Worksheet: Failure to sign and return the Execution of Offer will result in rejection of the proposal. (Section E, page 33)

B-8c Staffing Worksheet as per section D-21

B-8d Chemical and Supplies Listing for Residence Life and Recreational Sports as per pages 25 and 31

B-8e HUB Subcontracting Plan as per Attachment 1

B-8f Length of Submission: Please keep proposal submission short and to the point while still providing all requested documents and information. Overly long or elaborate proposals are not desired.

Note: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.
B-9 CONTRACTUAL REQUIREMENTS

B-9a Contract Administration: Contract administration will be by SHSU Procurement and Business Services in conjunction with Residence Life, Athletics, and Recreational Sports.

B-9b University Custodial Contract SHSU intends to execute a contract for the custodial services of the Residence Life housing operation, various Athletic Facilities and Recreational Sports Facilities. A copy of the Sample Contract to be executed is included as Attachment 2 with this Request for Proposal. This Contract will be completed and executed at time of award. The University reserves the right to modify this contract to the extent necessary to conform with the terms contained in this RFP. DO NOT INCLUDE A COMPANY CONTRACT WITH YOUR PROPOSAL SUBMISSION. By submitting a Proposal, the Contractor agrees to the Sample Contract attached with this Request for Proposal.

A. Contract Term
The University intends to execute a 36 month contract with the contractor, with an option to renew/extend the agreement for up to four (4) additional one year periods renewed annually. SHSU reserves the right to extend this contract for up to 4 additional months at the end of the initial period or after any of the renewal periods at the proposed escalation rate, if the extension is at the end of the fourth renewal period, the pricing from the fourth renewal period will be utilized for the monthly pricing. No contract will be automatically renewed at the end of the contract term.

It is highly unlikely, but at the sole discretion of the University, the University reserves the right to consider price increases from the awarded vendor 60 days prior to annual renewal. The awarded vendor’s written request must demonstrate extreme changes in cost related to the contract. The contractor will be solely responsible for any local, state or federal minimum wage increases and on that basis SHSU will not approve a request for a price increase.

B. Payment Method
The Contractor will invoice the University and the University will make payments on a monthly basis. The University 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. The University will pay within 30 days of invoice. Some items in 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. The University will pay for these items within 30 days 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 50-60 calls per year. SHSU will only be billed for actual services provided.

C. Contract Law
Any contract resulting from this Request for Proposal will be subject to the laws of the State of Texas, and will be performable in Walker County, Texas. The total contract will include only the executed contract.

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

E. Re-Award
The University 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.

B-9c Indemnification The Contractor shall indemnify the University, its Board of Regents, its officers and employees against any loss or damage (including reasonable attorney’s fees and other costs of litigation) caused by the Contractor’s negligent acts or omissions or the negligent acts or omissions of the Contractor’s agents or employees. Contractor shall defend any suit against the University alleging injuries or damages arising out of the services performed; provided, however, that nothing contained herein shall require the Contractor to defend or indemnify the University for injuries or damages arising solely out of the negligence of the University, its agents, or employees.
B-9d. Required Insurance: Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better and in amounts (unless otherwise specified), as University may require:

A. Worker’s Compensation Insurance;
B. Employer’s Liability Insurance with limits of not less than $1,000,000:
   - Each Accident $1,000,000
   - Each Employee $1,000,000
   - Policy Limit $1,000,000
   Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University;
C. Commercial General Liability Insurance with limits of not less than:
   - Each Occurrence Limit $1,000,000
   - Fire Legal Liability $250,000
   - Medical Expenses (any one person) $10,000
   - Personal & Advertising Injury $1,000,000
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $2,000,000
   Policy shall include independent contractor’s liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage.
D. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;
E. Umbrella/Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate with a deductible of no more than $10,000, and (i) providing coverage in excess of the coverages of, and (ii) “following form” subject to the same provisions as, the underlying policies required in (b) Employer’s Liability Insurance, (c) Commercial General Liability Insurance, and (d) Business Auto Liability Insurance;
F. Third Party Employee Crime Insurance to protect the assets and property of University with limits of not less than $1,000,000 per claim. Independent contractors insurance shall be primary to any insurance carried by the Texas State University System or any of its institutions.
G. Contractor shall provide the University with certificates evidencing proof of such insurance. Such policies shall contain a covenant that the insurance company shall provide thirty days written notice to University before cancellation. Such policies shall be primary and non-contributing with any and/or constitutional statutory protection enjoyed by the University insurance carried by the University; further, the policies should name the University, its regents and employees as additional insured.

B-9e Purchase Order Changes: All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

B-9f Invoice and Payment:
A. SHSU is an agency of the State of Texas and is Tax Exempt
B. Payment will be made by SHSU Disbursements Department after receipt of a correct Invoice and receipt of goods/services by department.
C. Submit original invoices to:
   Sam Houston State University
   Disbursements
   Box 2185
   Huntsville TX 77341
   Fax: 936 294-3796
SECTION C  EVALUATION CRITERIA

C-1 Review Panel: Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C-2 Weighted Values: Evaluation factors will be weighted as follows:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Price</td>
<td>50%</td>
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<tr>
<td>Base Pricing Worksheet</td>
<td></td>
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<tr>
<td>Pricing per hour, per event, per Cleaning Worksheet</td>
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<tr>
<td>Escalation Rate for Optional Renewal Years</td>
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<tr>
<td>How well the Proposer followed the RFP instructions</td>
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<tr>
<td>Personnel</td>
<td>20%</td>
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<tr>
<td>Supervisory Experience</td>
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<tr>
<td>Experience - Staffing</td>
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<tr>
<td>Training Programs</td>
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<td>Recruitment Programs</td>
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<tr>
<td>Staffing Worksheet</td>
<td></td>
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<tr>
<td>Uniforms</td>
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<tr>
<td>Corporate</td>
<td>20%</td>
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<tr>
<td>Ability to follow the Proposal’s format</td>
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<tr>
<td>Company Profile</td>
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<tr>
<td>Qualifications/References – Other Universities</td>
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<tr>
<td>Staffing/Operations Plan and Policies</td>
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<tr>
<td>Transition Plan</td>
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<td>Resources</td>
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<td>Equipment and Chemicals to be used</td>
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<tr>
<td>Quality Control Program</td>
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<tr>
<td>Total</td>
<td>100%</td>
</tr>
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SECTION D  SPECIFICATIONS

D-1 Introduction and Background:

Residence Life

Currently, the University has 8 large residence halls, 17 small houses and one apartment complex with an approximate bed count of 3290 (Additional large dorm to be added in August 2017 to make 9 large dorms. The University community consists of approximately 3,440 students in campus housing. The Residence Life business offices located at 910 Bearkat Blvd and the Residence Life Maintenance office located 1401 22nd Street are to be included in the custodial services RFP. The University offers courses during a Fall semester, Spring semester, and two Summer sessions. In addition, numerous summer camps and related activities occur in Residence Life spaces. There is no community or common style bathroom in the residence facilities; rather, each suite of two to four students shares one bathroom. However, some facilities contain public restrooms. All facilities have public areas that can include reception, lounges, game rooms, television lounges, wash rooms, kitchen areas and offices. Most facilities have interior hallways, while several have resident rooms that open to the outside apartment style. Further, while concentrations of facilities do occur, it should be noted the housing facilities are located throughout the University campus. In addition to standard housing cleanings, there are some specialty cleaning situations for Residence Life included on the RFP form.

Athletics and Recreational Sports

Various events are held in the University’s Athletic Stadiums. The Athletic Department wishes to include Bowers Football Stadium, Bearkat Softball Field, Baseball/Softball Complex (stadiums), all Locker Rooms at all athletic facilities, and Bowers Field House in this RFP for custodial services. Similarly the Department of Recreational Sports has certain areas requiring more traditional cleaning, and desires a proposal on cleaning costs as well as pricing for cleaning services for the various events held in the Johnson Coliseum.
D-2  **Proposal Format** Proposals should be submitted in the form outlined here. The materials submitted should be in sequence and related to the Request for Proposal. Sam Houston State University will make no reimbursement for the cost of developing or presenting proposals in response to the Request. Please note that the proposals will be evaluated on how well the RFP instructions are followed.

D-2a  **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).

D-2b  **Qualifications**

   A. Each contractor shall submit evidence of qualifications which would indicate the ability to satisfactorily perform the housekeeping services defined elsewhere in this document (see evaluation criteria for additional pertinent details). Contractor should have been in cleaning business for a minimum of five (5) consecutive years.

   B. References - Contractor should submit, along with contact name and phone number, at least three (3) commercial/higher education accounts serviced by the vendor for at least two (2) years that are similar in size, type, and quality of cleaning to this proposal. Sam Houston State University reserves the right to contact these businesses, institutions, etc. and requests that contact information for that company be included for each account. Failure to comply may result in rejection of the proposal.

      1. Contractor is required to list all commercial/higher-education contracts lost in the last three (3) years with reason for cancellation or non-renewal. Sam Houston State University reserves the right to contact these businesses, institutions, etc. and requests that contact information be included for each account. Failure to comply may result in rejection of proposal.
      2. Provide audited financial statements for the last two (2) years.
      3. Provide certificates of insurance that meet the minimum requirements outlined in the Insurance Requirements Section B-9d.
      4. Proposer should describe in reasonable fashion the expected business organization form, including, if applicable, the state in which the corporation is incorporated, principal officers, and of what entity(ies) the organization is a subsidiary, if applicable.
      5. Describe your experience in servicing a stadium with a capacity of 10,000 or more attendees, if any.

C.  **Staffing Plan and Policies**

   1. Using the attached Staffing Worksheet (Page 20), show number of proposed full-time and part-time employees. Residence Life will require a minimum of thirteen (13) full-time staff at 40 hours per week required for the 12 month school year cleanings. Additional staff required for summer cleanings i.e. annual full cleans, camps, summer school, summer staff & orientation will be determined collaboratively by University and contractor. (See Page 20 Additional Information.) All Contractor's Residence Life staff shall be separate from Athletics and the Coliseum and or any other department contracted with Proposer.
   2. Explain staffing and management plan for campus.
   3. Provide organizational chart for Sam Houston State University site.
   4. Provide resumes for key corporate and site employees, including project manager.
   5. Proposers shall designate a “contractor’s responsible person” (custodial manager) who will reside locally and manage the contract for the Proposer. The University reserves the right to interview and approve the selection of the custodial manager. Contractor must be willing to reassign any employees from direct contact with University personnel or students when requested to do so by the University. Such request shall only be made on the grounds that continued employment in contact with students and/or University employees would be detrimental to the University’s public relations. The University may also ask the Contractor to remove any employee from the University premises for cause, if due notice is given the Contractor by the University. Contractor shall insure that situations involving nepotism among the supervisor(s), and assistant(s) are strongly discouraged, and will take action to terminate such situations if the University so requests.
   6. Contractor must recognize that satisfactory public relations with students, faculty, staff and visitors to the University 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 which impact customer service.
7. Proposers are requested to provide a staffing proposal in their response to include an indication of employment of University students as part-time employees.
8. Summary of training provided to your employees.
9. If proposed custodial on-site manager is changed, SHSU reserves the right to approve the newly proposed manager.

D. Operations Plan and Policies
1. Explain quality control procedures.
2. Explain emergency cleaning procedures.
3. Include training manual and safety manual with procedures that will be implemented at Sam Houston State University.
4. List grades, qualities, and brand name of chemicals that would be used at Sam Houston State University.
5. Explain security plans and procedures.
6. Provide description of uniforms to be worn by contract personnel.
7. Proposer shall agree to fully cooperate with the University Police Department concerning the enforcement of University regulations.
8. To insure a smooth transition and uninterrupted service of operations, proposers should submit a detailed transition plan as part of the proposal.
9. Provide safety information to include: name of insurance provider, safety history of your firm and a general plan on safety practices to be followed at the University.

E. Pricing - Complete the Pricing Worksheet (Pages 34-35) of the Request for Proposal. Pricing must be submitted on this Worksheet.

F. Other factors not included in this RFP that the proposer wishes to propose may be included with the proposal and will be considered by the University. The University is not obligated to agree to any of these additional factors.

D-3 Walk-Off Mats
Sam Houston State University will be responsible for providing and replacing mats for the inside and outside of each building entrance. Contractor is responsible for notifying the University contact of any missing mats that need to be replaced. Contractor is responsible for keeping mats in proper locations.

D-4 Window Cleaning
Contractor is responsible for cleaning exterior windows on the 1st floor level per schedule or as needed. All interior windows are to be cleaned per schedule or as needed.

D-5 Level of Cleanliness
It will be the responsibility of the Contractor to provide 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 request is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included on pages 21-32.

D-6 Space
To the extent possible, detailed information on square footage has been furnished to the contractor on pages 24. However, through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the Contractor to verify measurements as deemed applicable for the submission of a proposal.

D-7 Personnel
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.
All personnel (including supervisors) shall be dressed in uniforms in a manner authorized by the contractor and approved by Sam Houston State University. 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.

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 24 hours upon request. The University reserves the right to perform background checks at anytime on employees of the contractor assigned to the University. 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 SHSU will not approve a request for a price increase.

Any employee whose work habits and/or conduct are deemed objectionable by Sam Houston State University shall be removed from the work force upon written request of the authorized Sam Houston State University representative. The actual cleaning/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 SHSU representative for that Department.

D-8 Office Space, Storage Space and Utilities
Sam Houston State University will provide a small office space, limited storage space and utilities for contractor's on-site operations.

D-9 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 employees, and the University's students, staff and faculty. The contractor shall be responsible for the training as necessary in the clean up, sanitizing, and proper disposal of blood, vomit and/or any other bodily fluids. Clean up, sanitizing, and proper disposal of a sewer overflow. Also 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.

D-10 Relationship of Parties
Contractor shall be an independent contractor, and not an employee or agent of Sam Houston State University.

D-11 Security
The contractor shall be responsible for training employees on security requirements of Sam Houston State University, and shall be responsible for the enforcement of the same.

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Sam Houston State University property, materials, equipment and accessories which might be exposed to the Contractor's personnel.
2. Guns, knives or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on the campus.
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 Sam Houston State University representative deems it necessary. SHSU will supply and Contractor's staff shall properly use an electronic security key box to be used as instructed for the secure check-in and out of assigned keys. Passcodes will be assigned to each staff and may be monitored/reports run by Residence Life Maintenance. Access Cards will be issued to each individual staff member for access to specified RL buildings.

D-12 Supervision
All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done by the contractor or his/her designated representative.

D-13 Damage
Contractor shall be responsible for the repair/replacement to the satisfaction of Sam Houston State University'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 Sam Houston State University representative.

D-14 Equipment and Supplies/Materials
The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the contractor's responsibility.
Sam Houston State University 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. A listing of all chemicals and equipment which 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 OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained at Proposer's Office and one (1) copy to each department on contract for all chemicals used in the cleaning processes. The Contractor shall furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of Sam Houston State University. The University reserves the right to request usage numbers for paper products, supplies, materials, and chemicals for University use and/or future RFPs.

D-15 Emergencies
All emergency conditions shall be promptly reported to the University's authorized representative.

D-16 Contractor's Representative
A representative of the contractor (custodial manager) shall be appointed within 24 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.

D-17 Scheduling Housekeeping
All housekeeping shall be done with a minimum of disruption to normal University functions. Normal daily hours of cleaning will be determined at the time of award by the SHSU representative for that Department. See pages 21-32 Cleaning Schedules, for duties. University activities require weekend work. This is considered routine and should be allowed for in your proposal. Arrangements will be necessary to accommodate these activities.

D-18 Contractor Responsibilities
The Contractor shall assume responsibility for expenses related to the following (as well as any other responsibilities specifically enumerated within this Request for Proposal).

D-18a. 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.

Chemicals, Supplies and Material to include: 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), Paper Towels, (for Residence Life, supplied only to public restrooms year round and to summer conferences [dorm rooms] during summer months), and Any and All other materials not listed, necessary to perform required duties. The University will not be responsible for any products related to this RFP. Chemicals shall be supplied by the Contractor. All chemicals and supplies shall be approved by University prior to contract award. In addition, M.S.D.S. sheets shall be provided to the University on all chemicals to be used by the Contractor at the University. In addition, all products used should be compatible with existing dispensers or contractor may provide new dispensers at contractor’s expense with SHSU’s approval.

D-18b. Bonding
All employees of contractor shall be bonded for no less than $50,000.00 each.

D-18c. 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 University or employees. This includes all risks of loss of monies, except to the extent any claims are caused by negligence or misconduct of University 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 University or employees.

D-18d. Workmanship
Contractor shall perform the duties, functions and all other work in a safe, quality and workmanlike manner to the standard satisfaction of the University.
D-18c. 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 University and contractor.

D-18f. Use of Services
If Contractor desires the use of University Physical Plant or Residence Life services, such services shall be billed to the contractor at University’s normal rates.

D-18g. Compliance with Codes
Contractor shall abide by all State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the contractor’s operations at the University.

D-18h. 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.

D-18i. 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.

D-18j. Cooperation with University Employees and other University Contractors
Contractor shall cooperate fully with other contractors of the University, with University employees, or with employees of other persons of firms having business with the University as may be required by the circumstances as the University directs.

D-18k. Customer Input
Contractor shall cooperate with efforts designed to generate input from the University’s residents including, but not limited to, cooperation with a University advisory committee or market research.

D-18l. Liens
Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishings of services or materials by or to Contractor.

D-18m. Publicity
Contractor shall not, without prior written approval of the University in each case, publicize or advertise in any form the fact that it is providing services to the University, provided however, that Contractor may list the University on a routine client list for matters of reference.

D-18n. Drug Free Workplace
Contractor will provide a drug-free workplace in compliance with Public Law 100-690, Title V, Subtitle D, of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession and use of a controlled substance are prohibited on the premises of the University or any of its facilities. Contractor will discipline any of its employees who violate this prohibition up to and including termination of employment. All of Contractor’s employees, as a condition of employment, will comply with this policy.

D-19 Responsibilities of the University
The University 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).

D-19a. Non-communication Utilities
The University will furnish heat, water, electricity and air conditioning at the University’s expense. The University 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 University shall provide. However, the University 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 University).
D-19b. Communications
The University will make available the University telecommunications and mail services, just as they are available to any department within the University, and the contractor will be billed accordingly, if utilized.

D-19c. Parking
The University will make parking on campus available to the contractor's employees, just as this service is available to any University employee, and at the same cost and assignment method. Residence Life will furnish one (1) parking spot for a company vehicle at the designated office building.

D-19d. Space
The University will provide office space for contractor's supervisory personnel and additional storage space in a University building other than that provided in the usual janitorial closets located with each building for storage of chemicals and supplies.

D-19e. Security
The University Police Department will provide security service in the same manner provided as for other SHSU campus buildings; special security services may be provided upon request with contractor agreeing to fully reimburse University for such services. However, contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the University Police Department. Contractor shall not seek to have students or employees of the University who are suspected of theft arrested by public authorities without prior consultation with the University Police Department.

D-19f. Trash Removal/Dumpsters
The University will provide exterior trash and garbage dumpsters in the vicinity of the building being cleaned 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 apartments into these exterior dumpsters. Contractor will not dispose of chemicals through these dumpsters, or any other method on the University campus, without prior approval of the University's Environmental Health and Safety Officer or his appropriate designee.

D-20 University Policies
The University expresses the following policies that must be adhered to in any contract, in addition to any other policies located within this Request for Proposal.

D-20a. Calendar
The performance of the contract will conform to the University 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.

D-20b. Financial Records and Matters
The University requires that Contractor retain complete financial records, which shall be accessible for audit by the University or its independent auditors.

1. Contractor shall keep records pertaining to the contracted operation on file for a period of five (5) years from the date the records are made. Contractor shall give the University 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. The Contractor should provide to SHSU by July 1, two separate spreadsheets for the base price items, one for the Residence Life section and one for the Recreational Sports section, with the itemized cost for the upcoming fiscal year (Sept.1-Aug.31). Contractor will be notified by SHSU representative if additional information is required.

2. Contractor will pay all federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in or upon the premises of University, as well as all federal, state and local taxes assessed in connection with the operation of its business upon the premises of University. 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.
3. Contractor will obtain at its expense, and in its name, all necessary licenses and permits required to perform the services herein.

4. Contractor is expected to pay its bills in a timely manner.

D-20c. Reasonable Restraint
Contractor shall be willing to refrain from use of any cleaning method or chemical requested by the University. Any such University requests shall not be made arbitrarily or capriciously.

D-20d. Work Evaluation
Contractor may inspect the facilities weekly, monthly, or as needed with a designated representative of the University 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 University. 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.

D-20e. Notice
If contractor fails to perform under the terms of the agreement, the University shall give contractor a written notice of its failure to perform. If contractor fails to correct the nonperformance within 30 days, the University may terminate the agreement by written notice.

D-20f. Special Cleaning Scheduling:
Contractor shall provide that the Contractor is available for cleaning services on a flexible basis, seven days a week, to clean rooms relating to the move in and move out of summer camps, conference groups, or other events. The contractor will be required to provide extra personnel for “Summer Cleanings” The majority of this work will occur, but is not limited to, the summer break period between the end of the Spring Semester and the beginning of the Fall Semester. Some conference groups/camps will, out of necessity, be scheduled to move into a building within 12 hours of the move out of a previous group. Contractor must plan to work the occasional rush cleanups to provide basic cleaning for the new groups. A majority of housing buildings are used during the summer for conference groups and summer school residents, the Contractor shall be required to provide extra personnel to assist during these occasional rush cleanups to provide basic cleaning for new groups.

D-20g. Emergency Calls
Cost for emergency call outs will be included in the base price. Contractor can expect 50-60 calls per year. Contractor shall be available on a 24 hour, 7 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 in addition to their home telephone at his or her residence will be for the purpose of the University being able to reach contractor when needed for routine or emergency matters. The emergency response shall be quick and efficient (within one half (1/2) hour of being notified of the emergency), the person(s) responding must have the proper equipment available for use, such as a wet-vac, and similar equipment. An emergency call is defined as a situation where serious financial or operational damage to the University, 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, the presence of bodily fluids such as blood and vomit and similar examples. Examples that are not considered emergency callouts include, but are not limited to: picking up of broken bottles, pranks, beverage spills and other non-serious situations. Failure to respond to emergency call-outs shall result in monetary reparation to the University for expenses incurred in dealing with emergency. Pagers are not acceptable for on duty personnel. Sam Houston State University will require cell phone numbers for the Project Manager, Assistant Manager and the On Call Phone.

D-20h. Changes in Services
The University, 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. The University 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 Sam Houston State University.

D-20i. 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. Sam Houston State University reserves the right to negotiate the original price if substantial square footage (buildings) is added.
D-20j. **Required Timeline**
   a. Issue RFP on or about May 5, 2015
   b. Pre proposal/Site Visit conference May 20, 2015
   c. Technical Questions Due: May 22, 2015 at 3:00 pm CT
   d. Proposals Due: June 18, 2015 at 3:00 pm
   e. Contract Commencement February 1, 2016

D-21 **Staffing Worksheet**
*(Please complete this form and return with Proposal)*

**Project Manager**

Name: 
*(Make sure to include resume with proposal)*

Years Experience in Custodial Industry: ____________________________

Years Experience in Supervisory Capacity: __________________________

Years Experience in Higher Education Facilities: ____________________

**Additional Information**
Residence Life will require at a minimum of thirteen (13) full time staff, 40 hours per week, dedicated to Residence Life Facilities only and assigned to specific buildings as follows;
- Alpha Delta Pi, Alpha Chi Omega, Anne Shaver, Gibbs, Houston, Rachel Jackson, Sigma and Zeta Tau Alpha: one (1) staff member.
- Barrett, Parkhill, Vick, Randel, Spivey and Residence Life Maintenance Office: one (1) staff member.
- White Hall and Bearkat Village Apts: one (1) staff member.
- Raven Village: one (1) staff member.
- Lone Star Hall and Residence Life Office: one (1) staff member.
- Belvin-Buchanan: one (1) staff member.
- Elliot Hall: one (1) staff member.
- Estill Hall: one (1) staff member.
- Jackson-Shaver Hall: one (1) staff member.
- Sam Houston Village, Baldwin, Creger, Crawford and Mallon: one (1) staff member.
Flooring staff: a minimum of two (2) full-time staff.
One (1) Assistant Manager assigned to Residence Life only.
A minimum total full time staff for only Residence Life buildings = Thirteen (13), which does not include the Project Manager
Total staff needed for December dorm room bathroom cleans, summer school, summer camps, summer staff relocation, orientation and special request cleans, will be determined collaboratively by Contractor and University.

Total number proposed full-time employees (including project manager): __________________

Total number proposed part-time employees: __________________

Total number proposed supervisors: __________________

Total number proposed employees: __________________

Comments:
Cleaning Schedule

Entrances, Lobbies, Lounges, Study rooms, Public areas, Stairs, Landings, Hallways, Vending & Laundry Rooms, Public Kitchens, Offices, Conference Rooms, Crafts Rooms, White Hall Training Room, BearKat Village Clubhouse & Belvin Hall FAMC, shall be cleaned per schedule & instructions as follows;

Daily and/or as needed:
1. Trash, Pick-up trash at entrance areas inside and immediate outside (outside entrance is defined as 5’ out and 10’ wide or 50’ square feet from door entrance), pick-up trash from floors, tables, ledges etc., empty trash cans, clean & sanitize trash cans, replace trash bag, in all above mentioned locations. Trash Cans shall be emptied in public areas, 1 time over the weekend on Saturday between 2:00pm & 6:00pm. All trash shall be taken to SHSU provided dumpsters.
2. Trash Shoot New dorm only; Per floor remove trash from trash bins and transfer to dumpsters via Trash Shoot.
3. Floors using proper equipment and chemicals clean hard surface floors i.e. VCT, vinyl, ceramic, wood, sealed concrete, sweep, dust and mop, spray buff as needed, clean stair treads, carpeted floors vacuum. Spot clean as needed. Extraction type equipment only for carpet & rugs.
4. Rugs & Mats vacuum, spot clean as needed. All entrance rugs and mats are to be inside the building at the entrance. Throw rugs in lounges shall be kept clean, vacuum, spot clean as needed. Extraction type equipment only for Rugs and Mats.
5. Glass doors and sidelites. Mirrors using clean rags and proper chemicals, clean smudges, fingerprints, handprints, grease, grime, food, etc.
6. Televisions, display cases, glass information displays, public phones, card swipes, panic bars, door knobs & handles, rails, walls, doors, ceilings, vending machines, laundry equipment & water fountains clean each using clean rags and proper chemicals, to remove smudges, fingerprints, handprints, grease, grime, food, etc. and use proper chemical to sanitize as needed.
7. Dusting using proper equipment and chemicals, remove dust, hair & cobwebs, on walls, doors, vents, baseboards, window sills, ledges, mini blinds, furniture, appliances, ceiling fans and wall hung fixtures to include pictures, art, lights.
8. Light Fixtures using proper equipment and chemicals, dust, clean lenses & covers, remove covers and lenses to clean as needed, removing insects as needed.
9. Furniture using proper equipment, dust, wipe all hard surfaces metal & wood using proper chemical to clean, polish and sanitize, clean arm rests and cushions that have upholstered fabric type coverings i.e. cloth, vinyl etc. with proper equipment and chemicals to properly clean & sanitize, may require extraction type equipment. Arrange furniture as needed. Do not leave chairs on table after cleaning floors.
10. Windows using proper equipment and chemicals, in public areas as needed clean smudges, fingerprints, handprints, grease, grime, food, mold & mildew, etc., to included framing and sills, inside entire building and outside 1st level only.
11. Elevators using proper equipment and chemicals, clean smudges, foot prints, grease, grime, food, etc. from doors, walls and floors, sweep & mop floors as needed. Wipe down control panel and buttons with a clean cloth using proper chemicals to clean & sanitize. Use stainless steel cleaner & polish on all stainless doors and walls. Keep door track free of dirt & trash by sweeping as needed.
12. Blinds using proper equipment and chemicals, clean smudges, fingerprints, handprints, grease, grime, food, etc.
13. Public Kitchens & Appliances using proper equipment and chemicals clean & sanitize, stoves/ovens, vent-a-hoods, refrigerators, microwaves, glass, windows, sinks, faucets, counter tops, cabinets, drawers, knobs, handles, walls, ceilings & floors, tables & chairs. Stoves and refrigerators shall be pulled out a minimum of 3 times a year, or as needed, and cleaned behind, underneath and sides.
14. Offices shall be cleaned per specified daily schedules set per building office staff, paper shredders & pencil sharpeners shall be emptied as needed, desk shall be dusted and wiped per request.
15. Public Restrooms clean, sanitize & polish with proper equipment and chemicals, toilets, urinals, sinks, lavatory counters, mirrors, toilet partitions, wall, doors, floors, hand dryers, toilet paper holders, paper towel dispensers & soap dispensers, trash cans, exposed stainless or chrome piping and valves. Provide toilet paper, paper towels & liquid hand soap and keep dispensers supplied at all times.
16. Laundry rooms using proper equipment and chemicals, clean washer and dryers, clean lint screens, outside surfaces removing soap build-up & dust. Sweep & mop floors, empty trash. Clean sinks, counters, folding tables, floors, walls & windows. Some laundry rooms have microwaves & ice machines located within the room. Microwaves shall be cleaned inside & out using proper chemicals & sanitizers. Ice machines wipe down outside of the unit only using proper chemicals taking care not to contaminate the ice.
17. Special cabinets, Fire Alarm & Fire Hose Dust only, no chemicals allowed on cabinets.
18. Card swipes exterior of entrance doors dust & clean each with proper chemical and clean rag to remove smudges, fingerprints, handprints, grease, grime, food, etc.
19. Janitor Closets shall be kept clean & orderly. Only specified chemical may be stored in Janitor closet. No overabundance of chemicals or equipment maybe stored in Janitor closet. No dirty mops, mop buckets, water & rags shall be left in closet. If Mechanical room is used for mop sink, no chemical shall be stored in Mechanical rooms.

20. Entrances, alcoves, sidewalks & patios shall be kept clean by sweeping, blowing, mopping, power washing as needed to remove leaves, dirt, trash, food & gum. Trash cans to be emptied & kept clean.

21. Breezeways at Sam Houston Village & Bearkat Village Apartments shall be kept clean, sweeping, vacuum, dusting, blowing, trash removal, wiping down walls, doors, ceilings & windows removing smudges, fingerprints, handprints, grease, grime, food, spit, etc. using proper equipment, and chemicals, power washing where applicable.

D-22b. Cleaning Schedule and Instructions

**Student Rooms, Staff Rooms/Apartments & Visitor Apartments cleaning schedule:**

1. Bathrooms shall be cleaned at a minimal 2 times a year i.e. during Summer break (May to August) and December break (mid December to 1st week in January), additional staff may be required for December break.

2. Student rooms: living rooms & bedroom areas & bathrooms FULL CLEANS ALL rooms & apartments shall have a FULL CLEAN at a minimal 1 time a year during Summer break between the end of Spring semester in May and the start of Fall Semester in August. Exception would be move outs between Fall & Spring semesters and during semester move outs, average of 65 per year. In addition summer school, summer camps, summer staff relocation & orientation shall have a FULL CLEAN per issued schedules & calendar.

3. Special Apartment Cleanings per Work Order request, Elliot Hall #168, Raven Hall # 264, cleanings will be done per request as apartments are used and/or vacated and should be invoiced Monthly per occurrence. Hall Director & Resident Assistant’s Apartment cleaned when vacated & requested, shall be part of square foot base pricing. 2 bedroom apartments only, when 1 student moves out, contractor will be required to clean the unoccupied bedroom only and will be cleaned as a FULL CLEAN. All special cleanings shall be billed per base bid square footage pricing and per occurrence.

4. Student rooms, Staff/Student & Visitor apartment’s vacant FULL CLEAN instruction are as follows: Shall consist of all areas and aspects of the room and/or apartment to include, living room, kitchen, bathroom room, lavatory/vanity area, bedrooms, utility closet, clothes closets, hallways and entrances. To include doors, door handles/knobs door facing, walls, floors i.e. carpet, VCT & ceramic tile, cabinets, counters, baseboards, windows, windowsills, ledges, shelves, appliances, light fixtures, cover plates, plumbing fixtures, kitchen & lavatory sinks, bathtubs & shower stalls, mirrors, wall, door and air vents, ceiling & exhaust fans, mini-blinds & all furniture to include mattresses.

5. Trash, remove all and dispose of properly. Abandoned Property in vacant rooms/apartments please NOTIFY SHSU STAFF IMMEDIATELY UPON DISCOVERY. DO NOT REMOVE.

6. Floors-using proper equipment and chemicals clean hard surface floors i.e. VCT & ceramic tile, sealed concrete, sweep, dust and mop, spray buff, re-wax. VCT flooring to be stripped and waxed applying at least 2 coats of wax after stripping at a minimum of 1 time every three years or as needed. Contractor shall set stripping and waxing scheduled and maintain record and provide to owner upon request. VCT floors shall be free of dust, dirt, hair etc. before waxing, no streaking in floor finish, leaving floor with a proper sheen. Vinyl, wood & ceramic floors do not get wax. Carpeted floors to be vacuumed. All room carpets shall be properly and fully cleaned with an extraction machine every year and as needed using a minimal amount of chemicals.

7. Dusting-removing dust, hair & cobwebs, on walls, doors, vents, baseboards, window sills, ledges, mini blinds, furniture, appliances, light fixtures & ceiling fans.

8. Mirrors- clean smudges, fingerprints, handprints, grease, grime, food, etc. No streaking.

9. Dusting-removing dust, hair & cobwebs, on walls, doors, vents, baseboards, window sills, ledges, mini blinds, furniture, appliances, & ceiling fans.

10. Light Fixtures- dust, clean lenses & covers, remove covers and lenses to clean as needed. Bugs in lenses to be removed.

11. Furniture-dust, wipe all hard surfaces metal & wood using proper chemical to clean, polish and sanitize, clean arm rests and cushions that have upholstered fabric type coverings i.e. cloth, vinyl etc. with proper equipment and chemicals to properly clean & sanitize, may require extraction type equipment. Remove cushions from couches and chairs and remove trash & vacuum. Arrange furniture as needed. Mattresses properly cleaned & sanitized, dust bed frames, wipe all hard surfaces metal & wood using proper chemical to clean, polish and sanitize.

12. Windows-clean smudges, fingerprints, handprints, grease, grime, food, mold & mildew, etc. to include framing and sills.

13. Blinds-clean smudges, fingerprints, handprints, grease, grime, food, etc.

15. Bathroom—clean, sanitize & polish with proper equipment and chemicals, toilets, sinks, faucets, lavatory counters, mirrors, walls, doors, floors, toilet paper, & exposed stainless or chrome piping and valves. Bath tubs & shower stalls shall be properly cleaned and sanitized removing all mold, mildew & soap scum in grout and caulking, on ceramic tile, porcelain and fiberglass walls, floors & ceiling.

D-22c. **Summer Camps & Orientation Cleans** shall consist of all instructions as a FULL CLEAN. With the exception of stripping & waxing VCT flooring. Carpets shall be spot cleaned as needed. In ADDITION to the FULL CLEAN contractor shall furnish toilet paper and trash can liners for trash cans that SHSU will provide. Contractor shall empty trash cans during room clean and replace liner. If camps stay more than three days, on the 3rd day the camper will set trash can in hall and trash shall be picked up by contractor replacing liner and properly disposing of trash in the dumpster.

D-22d. **Residence Life Office** shall be cleaned per schedule and as needed. Instructions are as follows;

**Daily (M-F):**
- Empty trash baskets throughout the building (Do not remove shredding/recycling in workroom)
- Clean windows of main doors in front reception area lobby & back entrance
- Clean bathrooms
- Refill/replace paper products in restrooms
- Sweep and/or mop public lobby, restroom and kitchen areas
- Vacuum all carpeted areas and rugs
- Wipe/sanitize all door handles
- Sweep outside front & back entrance area
- Wipe down all surfaces in lobby, file area, workroom, and conference room
- Clean kitchen thoroughly: wipe down all surfaces including sink, faucets, stovetop, and interior of microwave
- Conference room clean table & chairs, vacuum floor

**Friday after 5:00 pm:**
- Clean doors/windows in lobby, between the bathrooms, conference room, and back entrance
- Empty personal shredders in each office
- Dust furniture, but do not disturb materials on desks
- Mop floors in workroom area

**Monthly**
- Clean interior glass (office windows, door panels and side lights)
- Dust artwork/photos/plaques on walls in public areas & miniblinds
- Spot clean carpet as needed, full clean in January, May & August

D-22e. **Residence Life Maintenance** shall be cleaned per schedule and as needed. Instructions are as follows;

**Every Friday after 1:00pm.**
- Empty trash baskets throughout the building
- Clean windows of main doors in front reception area lobby
- Clean bathrooms
- Refill/replace paper products in restrooms
- Sweep and/or mop public lobby, restroom and kitchen areas
- Vacuum all carpeted areas and rugs
- Wipe/sanitize all door handles
- Sweep outside front entrance
- Wipe down all surfaces in lobby, file area, workroom, and conference room
- Clean kitchen thoroughly: wipe down all surfaces including sink, faucets, stovetop, and interior of microwave, table & chairs, refrigerator
- Clean doors/windows in lobby, between the bathrooms, conference room, and back entrance
- Empty personal shredders in each office
- Dust furniture, but do not disturb materials on desks
  - Clean interior glass (office windows, door panels and side lights)
- Dust artwork/photos/plaques on walls in public areas and mini-blinds
- Spot clean carpet as needed
<table>
<thead>
<tr>
<th>Building #</th>
<th>Building Name</th>
<th>Floors</th>
<th>Estimate Square Footage Assigned Area</th>
</tr>
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<tr>
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Due to the University’s concern of the accuracy of the Physical Plant’s existing floor plans and the non-existence of some of the older dormitories floor plans, SHSU has decided not to provide floor plans.
Chemicals and Supplies Listing for Residence Life
Chemicals and Supplies: Chemicals, cleansers, materials, paper towels, toilet paper, trash liners, hand soap and supplies shall be supplied by the Contractor. All chemicals and supplies shall be approved by the University prior to contract award. Please list all chemicals and supplies to be used in the area below or on an attachment. Please IDENTIFY purpose.

1.  
2.  
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12.  

D-24 Custodial Services for Athletic Facilities

D-24a. Rowers Football Stadium (About 30 events a year)

1. Pick up trash and debris on the field, track and stands.
2. Pick up trash, clean counter tops, clean sinks and vacuum the floors in the President’s Suite, second floor luxury suites and the third floor press box, and coaches booths.
3. Pick up trash in the three ticket booths.
4. Clean restrooms as specified.
5. Clean all locker rooms inside of field house after each game

A. Sam Houston State University games
   a. Five to six home games each season on Thursday or Saturday.
   b. Stadium needs to be cleaned immediately following games
   c. Approximate attendance 10,000 fans
   d. Full clean

B. Huntsville High School Varsity games
   a. Five to six home games each season on Friday nights.
   b. Stadium needs to be cleaned immediately following games
   c. Approximate attendance 5,000 fans.
   d. Full clean.

C. High School Playoff games
   a. Five to seven possible games each season on Thursday, Friday or Saturday.
   b. Stadium needs to be cleaned immediately following games
   c. Approximately 5,000 -10,000 fans
   d. Full clean

D. Track Meets
   a. Two to four track meets per year.
   b. Cleaning includes outside throwing areas
   c. Full clean.

E. Special Events
   a. Up to five other events during the season.

Full Cleaning includes both sides of the stadium, to include the field and track. Half cleaning includes only one side of the stadium, to include the field and track. Number of events and cleanings are estimates only.
D-24b. **Bowers Football Stadium Locker Rooms and Lounge Level**
(Clean as needed, following events.)

1. Pick up trash and debris in practice facility.
2. Vacuum/sweep the floors in the hallway and four locker rooms.
3. Empty office trash cans.
4. Dust horizontal surfaces.
5. Clean restrooms and showers – Clean toilets and seats, sinks, restock paper products and soap, mop floor, dust horizontal surfaces and empty trash cans.

D-24c. **Baseball/Softball Locker Rooms**
(Clean as needed, following events)

1. Pick up trash and debris in practice facility.
2. Vacuum/sweep the floors in the hallway and four locker rooms.
3. Empty office trash cans.
4. Dust horizontal surfaces.
5. Clean restrooms and showers – Clean toilets and seats, sinks, restock paper products and soap, mop floor, dust horizontal surfaces and empty trash cans.

D-24d. **Baseball/Softball Complex**
(Clean according to event schedule.)

1. Pick up trash and debris on the field and stands.
2. Pick up trash, clean counter tops, clean sinks and vacuum the floors in the luxury suite, radio booth, media room and press box.
3. Pick up trash in the ticket booth.
4. Clean restrooms as specified, including restrooms in all dugouts.
5. Clean locker rooms after games.

A. Baseball
   a. About 30-40 games per year.
   b. Approximate attendance 1,000

B. Softball
   a. About 20 games per year.
   b. Approximate attendance 400.

D-24e. **Restroom Cleaning Specifications (for Athletic and Recreational Sports managed venues)**
1. Empty and clean sanitary napkin disposal unit with disinfectant.
2. Dust top of mirrors, ledges, partitions, vents and other horizontal surfaces.
3. Clean mirrors with glass cleaner.
4. Clean soiled toilet seats using sponge dampened with cleaner-disinfectant solution.
5. Clean and disinfect any spillage or soiled spots on floors using a cleaner-disinfectant solution.
6. Remove waste from waste receptacles, wipe clean with cleaner-disinfectant. Wipe and replace liner. Take waste to outside dumpster.
7. Re-supply toilet tissue, paper towels and hand soap where needed.
8. Dust mop or sweep floors and remove collected soil.
9. Spot clean walls and clean wash basins and hardware with cleaner-disinfectant. Wipe hardware with dry cloth to prevent water spotting.
10. Flush each toilet if needed and clean all surfaces with cleaner-disinfectant solution. Start with the flush valve or tank. Clean top and underside of the seat and the outside of the toilet. Use bowl mop or brush thoroughly under the flushing rim and remove any resistant soil in the interior of the bowl. Dry the chrome to prevent spotting and dry the upper surface of the seats.
11. Clean inside and outside of light fixtures.
12. Spot clean, stainless steel and metal surfaces with metal polish.
13. Dust high areas with brush.
14. Flush urinals if needed and apply cleaner-disinfectant solution to all surfaces. Clean the chrome and exterior surfaces and clean under the flushing rim to remove any resistant soil from the interior of the fixture. Dry chrome to prevent spotting.
16. Clean underside and hardware underneath basins with sponge and cleaner-disinfectant solution. Wipe hardware dry to prevent spotting.
17. Descale fixtures using organic acid-type bowl cleaner.
19. Remove cobwebs.
20. Re-supply urinal blocks if needed.
21. Clean bathroom stall doors on both sides.

An attendant will be needed to monitor restrooms for all full clean events at Bowers Football Stadium and all events at the Baseball/Softball Complex. Four will be needed for Bowers and two will be needed for baseball and softball games, subject to change based on crowd size at games.

D-25 Estimated Square footage Athletic Facilities
Bowers Football Stadium and Field House

- Press Box – Three (3) Floors: 7,900 sq ft
- Floor 1 – Restrooms
- Floor 2 – Press Box Area
- Floor 3 – Offices (Four Small)

Ticket Booth – Two (2) very small, One (1) large: 1,500 sq ft

Visitor’s Side Restrooms: 400 sq ft

D-26 Custodial Services for Recreational Sports
Bernard G. Johnson Coliseum

Services for full year – 12 months.
D = Daily means three (3) days per week
W = Weekly
M = Monthly
Y = Yearly

D-26a. Concourse Restrooms - Four (4)

Frequencies: Tasks
D: Empty and clean sanitary napkin disposal with disinfectant.
D: Dust top of mirrors, ledges, partitions, vents, and other horizontal surfaces.
D: Clean mirrors with glass cleaner.
D: Clean soiled toilet seats using sponge dampened with cleaner disinfectant.
D: Clean and disinfect any spillage or soiled spots on floors using a cleaner-disinfectant solution.
D: Remove waste from waste receptacles, wipe clean with cleaner disinfectant solution, and replace liner. Take waste to outside dumpster.
D: Re-supply toilet tissue, paper towels, and hand soap where needed.
D: Dust mop or sweep floors and remove collected soil.
D: Spot clean walls and clean washbasins and hardware with cleaner disinfectant. Wipe hardware with dry cloth to prevent water spotting.
D: Flush each toilet if needed, and clean all surfaces with cleaner disinfectant solution. Start with the flush of valve or tank. Clean top and under-side of the seat and outside of the toilet. Use bowl mop or brush to clean thoroughly under the flushing rim and remove any resistant soil in the interior of the bowl. Dry the chrome to prevent spotting and dry the upper surface of the seats.
Clean inside and outside of light fixtures.
D Spot clean any stainless steel and metal surfaces with metal polish.
4/Y Dust high areas with brush.
D Flush urinals if needed and apply to cleaner-disinfectant solution to all
surfaces. Clean the chrome and exterior surfaces and clean under the
flushing rim to remove any resistant soil from the interior of the fixture.
Dry chrome to prevent water spotting.
D Mop floor with cleaner-disinfectant solution. Rinse floors after mopping,
using clean water.
W Clean underside and hardware underneath basins with sponge and
cleaner-disinfectant solution. Wipe hardware dry to prevent spotting.
W De-scale fixtures using organic acid-type bowl cleaner.
M Machine scrub floors where possible.
D Remove cobwebs.
D Re-supply urinal blocks if needed.
D Clean bathroom stall doors on both sides.
D Maintain in clean and orderly fashion.
3/Y Strip tile floor of old wax; then apply two coats of sealant and three coats of acrylic wax.

D-27 Custodial Services at SHSU Graduations

Bernard G. Johnson Coliseum

1. Custodial staff should be in uniform at all times and report to the Coliseum on time.

2. Custodial staff will clean the men and women’s faculty/staff restroom and disabled/wheelchair patron restrooms located
on the 1st floor repetitively.

3. Custodial staff should stock supply shelves 24 hours in advance and use own supplies.

4. Restrooms should be mopped in between ceremonies and the appropriate “Wet Floor” signs and this “Restroom Closed”
signs should be used. Signs should contain both the English and Spanish language.

5. In between maintaining restrooms, the custodial staff should sweep and empty the trash on the concourse level. Water
fountains should also be checked for trash or tobacco products.

6. Empty and clean sanitary napkin disposal unit with disinfectant.

7. Clean soiled toilet seats using dampened sponge with cleaner-disinfectant.

8. Remove waste from waste receptacles, wipe clean with disinfectant, and replace liner.

9. Take waste to outside dumpsters located on campus.

10. Flush each commode if needed, and clean all surfaces with cleaner-disinfectant solution.

11. Flush each urinal if needed and apply cleaner-disinfectant solution to all surfaces.

12. Replace urinal blocks as needed prior to graduation.

13. Clean and disinfect any spillage or soiled spots on floors using a cleaner-disinfectant solution.

14. One hour before each ceremony, female staff should stand outside the female restroom if not actively attending to the
restroom. Male porters should also be assigned to male restrooms one hour before each ceremony. When the ceremony
begins, staff can then leave their post and perform all other assigned duties.

15. Custodial staff is responsible for cleaning the arena at the conclusion of each ceremony.
D-27a. **Downstairs Locker Rooms - Five (5)**
Following items performed daily (Monday thru Friday) from August 1 – March 31. Just once a week from April 1 – July 3.

1. Empty and clean sanitary napkin disposal unit with disinfectant.
2. Dust top of mirrors, ledges, partitions, vents, and other horizontal surfaces.
3. Clean mirrors with glass cleaner.
4. Clean soiled toilet seats using sponge dampened with cleaner disinfectant.
5. Clean and disinfect any spillage or soiled spots on floors using a cleaner-disinfectant solution.
6. Remove waste from waste receptacles, wipe clean with cleaner-disinfectant solution, and replace liner. Take waste to dumpster.
7. Replenish toilet tissue, paper towels and hand soap where needed.
8. Dust mop or sweep floors and remove collected soil.
9. Spot clean walls and clean washbasins and hardware with cleaner disinfectant. Wipe hardware with dry cloth to prevent water spotting.
10. Flush each toilet if needed, and clean all surfaces with cleaner-disinfectant solution. Start with the flush of valve or tank. Clean top and under-side of the seat and the outside of the toilet. Use bowl mop or brush to clean thoroughly under the flushing rim and remove any resistant soil in the interior of the bowl. Dry the chrome to prevent spotting and dry the upper surface of the seats.
11. Spot clean any stainless steel and metal surfaces with metal polish.
12. Flush urinals if needed and apply to cleaner-disinfectant solution to all surfaces. Clean the chrome and exterior surfaces and clean under the flushing rim to remove any resistant soil from the interior of the fixture. Dry chrome to prevent water spotting.
14. Remove cobwebs.
15. Replenish urinal blocks if necessary.
16. Clean bathroom stall doors on both sides.
17. Clean underside and hardware underneath basins with sponge and cleaner-disinfectant solution. Wipe hardware dry to prevent spotting.
18. Clean fixtures inside showers include showerheads.
19. Clean shower floor, walls and walkway with disinfectant solution.
20. Strip tile floor of old wax; then apply two coats of sealant and three coats of acrylic wax.

D-27b. **Cleaning of Coliseum Offices**
Office Cleaning, which includes: team meeting rooms, Bearkat Lounge, halls and stairwells to be cleaned three (3) times per week year round.

1. Wipe down interior glass with glass cleaner as needed.
2. Vacuum offices.
3. Vacuum reception areas.
4. Empty office trash.
5. Dust horizontal surfaces.
6. Spot shampoo to remove stains as needed.
7. Frequency – Three (3) times per week for twelve months a year.

D-27c. **Restroom Attendants During Specified Events (for Athletics and Recreational Sports managed venues)**
Coliseum Restroom attendants will be needed for approximately 40 events per year. Restroom attendants are to monitor the condition of Coliseum restrooms during events and take action as needed to restock paper products, cleanup emergency situations, empty trash cans and to keep the restrooms clean and presentable. Two attendants for three hours per event will be used for award evaluation purposes.

D-27d. **Elevator Cleaning**
One elevator in the Coliseum should be cleaned using the same cleaning specifications as the elevators in Residence Life.
D-27c. **Concourse Cleaning**
At Johnson Coliseum, material and equipment necessary to perform the following services on the concourse:

**WORK TO BE DONE:** *Quarterly*
- Sweep
- Scrape gum
- Scrub floors with automatic scrubber

D-27f. **Entrances and Public Areas**
**Frequencies** Task

**All Stairs and Landings:**
- M Remove cobwebs
- M Dust mop stairs and if soil is heavy or abrasive, use a broom
- M Dust hand rails
- M Spot-clean walls and difficult to remove marks
- M Wash hand rails with detergent solution
- M Wash stair risers with cleaner or scrub to remove soil

**Laundry Room:**
- M Wipe washers and dryers; including lint vents
- M Remove all soap buildup
- M Clean washer soap dispensers
- M Clean laundry room floor
- M Remove all trash

**Hallways and Concourse:**
- M Spot clean all doors, including elevator doors
- M Empty and clean all trash receptacles, replace liners as needed
- M Dust ceiling vents
- M Spot clean windows
- M Water Fountain: Clean and disinfect and Polish with chrome polish cleaner

**Closets:**
- M Custodial Closets: Maintain in a clean and orderly fashion, and Maintain with a minimum amount of Chemicals stored
- M Mop Closets- Maintain in a clean and orderly fashion, Rinse Mops, Buckets and Rags after each use

D-27g. **Pritchett Field Services** - (We prefer every Tuesday and Friday Morning)

**Frequencies Tasks**
- W Dust top of mirrors, ledges, partitions, vents, and other horizontal surfaces.
- W Clean mirrors with glass cleaner
- W Clean soiled toilet seats using sponge dampened with cleaner disinfectant
- W Clean and disinfect any spillage or soiled spots on floors using a cleaner disinfectant solution
- W Remove waste from waste receptacles, wipe clean with cleaner solution, and replace liner.
- W Re-supply toilet tissue, paper towels, and hand soap where needed
- W Dust mop or sweep floors and remove collected soil
- W Spot clean walls and clean wash basins and hardware with cleaner solution.
- W Flush each toilet if needed, and clean all surfaces with cleaner solution. Start with the flush of each tank. Clean top and under side of the seat and outside of the toilet. Use bowl mop or brush to clean thoroughly under the flushing rim and remove any resistant soil in the interior of the bowl.
- W Mop floor with cleaner solution. Rinse floors after mopping, using clean water.
- W Remove cobwebs.
- W Re-supply urinal blocks if needed.
- W Clean bathroom stall doors on both sides.
Events
A fall and spring schedule of events, games, contests and matches will be submitted prior to each season. Heavy activity, for example, Rugby Match on a weekend where there's also a soccer match, will call for additional cleanings. The scope of additional cleanings is the same as the weekly cleaning listed above.

Chemicals and Supplies Listing for Recreational Sports
Chemicals and Supplies: Chemical, cleansers, materials, paper towels, toilet paper, trash liners, hand soap and supplies shall be supplied by the Contractor. All chemicals and supplies shall be approved by the University prior to contract award. Please list all chemicals and supplies to be used in the area below or on an attachment. Please IDENTIFY purpose.

1.________________________________ 7.________________________________
2.________________________________ 8.________________________________
3.________________________________ 9.________________________________
4.________________________________ 10.________________________________
5.________________________________ 11.________________________________
6.________________________________ 12.________________________________

D-28 Bernard G. Johnson Coliseum
(Estimated Square Footage)
Concourse Restrooms – Four (4) 1,500

Locker Access and
Officials Changing Area – Five (5) 2,500

D-29 Average Attendance Numbers
(Coliseum Events which require Custodial Services)

Attendance averages from years 2010-2015

<table>
<thead>
<tr>
<th>Event</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men’s Basketball</td>
<td>700 to 1,300/game</td>
</tr>
<tr>
<td>Basketball Doubleheader</td>
<td>800 to 1,900/day</td>
</tr>
<tr>
<td>UIL Basketball (boys)</td>
<td>2,700 to 4,800/weekend</td>
</tr>
<tr>
<td>UIL Basketball (girls)</td>
<td>1,400 to 2,500/weekend</td>
</tr>
<tr>
<td>SHSU Graduation</td>
<td>11,500 to 15,500/day</td>
</tr>
<tr>
<td>HS Graduation</td>
<td>3,500 to 6,500/day (7 to 9 per year)</td>
</tr>
<tr>
<td>Saturday @ Sam</td>
<td>1,100 to 1,300/twice a year</td>
</tr>
<tr>
<td>SHSU Ring Ceremony</td>
<td>2,500/ once per year</td>
</tr>
<tr>
<td>Job/Career Fairs</td>
<td>650 to 800/day (5 times a year)</td>
</tr>
<tr>
<td>UCA Cheer Regional</td>
<td>2,200 to 3,800/day (once year)</td>
</tr>
<tr>
<td>Special Events</td>
<td>1,600 to 3,600/cvct (2-3 events year)</td>
</tr>
</tbody>
</table>

- Globetrotters, Wrestling, Concerts, Comedy Shows
- Additional events may be added.
- Additional UIL, basketball playoff games could be added.

D-29a. Arena Clean-up
All events listed above will require an arena clean-up. Arena clean-up will include: Picking up large trash items, followed by sweeping each section, following by mopping each section. Most events require 1-2 hours when using 8-10 employees. Arena clean-up should be priced by person, per hour.

Product Description
175 boxes 100 bags per box Black trash bags 38x58.
15 boxes 36 per box 2 ply toilet tissue cordless.
90 boxes 12 per box toilet tissue cordless 3.78x1150ft 2ply.
70 boxes 6 per box paper towel 8x950ft.
22 boxes 50 per box toilet tissue 4x4 2ply cord
14 boxes 1000 per box can liners 24x33
12 boxes 250 per box paper towel 9.06x9.45 1 ply multi fold
27 boxes 6 per box enmotion paper towels

Estimated Annual Product Usage, provided by current contractor.
Section E  EXECUTION OF OFFER

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

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

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

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

This offer consists of pages number 1 through 38, Attachment 1 (9 pages) and Attachment 2 (10 pages) of RFP# 753-16-001JEB.

Federal Employer Identification Number (FEIN): ________________________________

Proposer/Company: ________________________________

Signature (ink): ________________________________ Date: __________

Name (typed/printed): ________________________________

Title: ________________________________

Address: __________________________________________

Street or PO Box         City         State         Zip Code

Telephone Number: ________________

Cost: Please complete the Base Pricing Worksheet pages 34-35.
To include any and all fees and charges.

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
<table>
<thead>
<tr>
<th>Residence Life Section – Pages 21 through 25</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Month Cleaning for Belvin-Buchanan</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Elliot Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Estill Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Jackson/Shaver Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Lone Star Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Sam Houston Village</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for Raven Village</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning for 30-38 person capacity Houses (14)</td>
<td>$______ for 14 houses</td>
</tr>
<tr>
<td>12 Month Cleaning for 46 person capacity Houses (3)</td>
<td>$______ for 3 houses</td>
</tr>
<tr>
<td>12 Month Cleaning of White Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning of Bearkat Village</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning of New Dorm 6 Story 232,822 sq. ft, August 1, 2017</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning of Residence Life Admin Offices and Maintenance offices</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning of White Hall</td>
<td>$______ for 12 months</td>
</tr>
<tr>
<td>12 Month Cleaning of Breezeways at Bearkat Village &amp; Sam Houston Village</td>
<td>$______ for 12 months</td>
</tr>
</tbody>
</table>

Special apartment cleanings year round, Elliot Hall #168 and Raven Hall #264
Price per unit per occurrence request. May be billed separately from contract
And directly by a specific department.

$______ per occurrence

Annual Summer Camps, Orientation, Football, R.A. Training – approximately
3750 summer camp rooms

**Lump Sum** $__________ May 10-thru-Aug 15 tentative

Annual Summer School Facilities shall be Bearkat Village Apts, specified
3 to 4 buildings approximately 110 two bedroom apartments and Raven Village Apts 1st Floor 48 two bedroom apartments

**Lump Sum** $__________ May 10-thru-Aug 15 tentative

---

**12 Month Cleaning - Recreational Sports Section-Pages 27 through 32**

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Month Cleaning of Concourse Restrooms in the Coliseum</td>
</tr>
<tr>
<td>12 Month Cleaning of Locker Rooms in Coliseum</td>
</tr>
<tr>
<td>12 Month Cleaning of Coliseum Offices (9 offices total)</td>
</tr>
</tbody>
</table>
12 Month Cleaning of Pritchett Field Restrooms $______________ for 12 months

**TOTAL BASE PRICE ABOVE** $______________

The monthly price will be the Total Base Price divided by the 12 months.

**PRICING per HOUR, per EVENT, per CLEANING WORKSHEET**
(Complete this form and return with Proposal)

**Athletics Section – Page 25 through 27**

*Bowers Football Stadium Cleaning (Full Stadium)* $______________ per event (est.18)

*Bowers Football Stadium Cleaning (Half Stadium)* $______________ per event (est.17)

*Restroom Attendants During Specified Events* $______________ per hour, per person (est. 250 hr)

*Bowers Stadium Field House Locker Room Level* $______________ per cleaning (est. 12)

*Baseball/Softball Complex* $______________ per cleaning (est. 55)

*Baseball/Softball Fieldhouse Locker Rooms* $______________ per cleaning

*Bowers Stadium Lounge Level* $______________ per cleaning

**Recreational Sports Section-Pages 27 through 32**

*Restroom Attendants During Specified Events* $______________ per hour, per person (est. 300 hr)

*Coliseum Cleaning (Seating Bowl) Arena Cleanup* $______________ per hour, per person (est. 40)

*Quarterly Concourse Pressure Wash* $______________ per cleaning (est. 4)

*Coliseum Entrances and Public Areas* $______________ per hour, per person

*Coliseum Stairs and Landings* $______________ per hour, per person

*Laundry Room* $______________ per hour, per person

*Hallways, Concourse and Water Fountains* $______________ per hour, per person

*East and West Tunnel Carpet* $______________ per hour, per person

*Custodial Closets and Mop Closets* $______________ per hour, per person

*Pritchett field, post-game clean-up* $______________ per hour, per person

**Escalation Rate**

Prices shall be firm throughout the initial 36 month term of the contract.

Escalation rate, if any, for optional renewal years of the Base Price contract shall be:

_____% **first renewal year**, February 1, 2019 – January 31, 2020

_____% **second renewal year**, February 1, 2020 – January 31, 2021

_____% **third renewal year**, February 1, 2021 – January 31, 2022

_____% **fourth renewal year**, February 1, 2022 – January 31, 2023

*Items which are not part of the “equal payment” terms and must be invoiced monthly when utilized. All other items on this Proposal form will be paid on a monthly basis one-twelfth of the Total Base Price.

*If Contractor is proposing an increase for the hourly and events cleaning on a renewal year, please include a separate worksheet and title accordingly.
TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:
   1.1 Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3 Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
   1.4 FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5 Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 180 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6 Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7 Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8 Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 180 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
   1.9 Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10 Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
   1.11 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a proposer believes any information contained in the proposer’s response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General’s Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer’s claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General’s Office.

2. SPECIFICATIONS
   2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
   2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.
   2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
   2.4 Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.
   2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
   2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.
3. DELIVERY

3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Substitutions: No substitutions permitted without written approval of SHSU.

3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

5.1 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. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification 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 University, at University’s discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department. Sam Houston State University may pay vendors for any goods or services provided utilizing any one of the following methods of payment:

a) Paper check
b) ACH
c) Wire
d) WEX Inc. Financial Services’ AP Direct
e) Procurement Card

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

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

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of
12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends 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.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://cpa.cpa.state.tx.us/vendor/tsearch1.html.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.

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

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, 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 contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this 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.

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

Name of Former Executive: __________________________
Name of State Agency: __________________________
Date of separation from State Agency: _______________
Position with proposer: __________________________
Date of Employment with proposer: _______________

14. NOTICE TO PROPOSER:

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

14.3 In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.
HSP Quick Check List

- **SELF-PERFORMANCE**
  If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 – Self Performing Justification
  - Section 4 – Affirmation

- **100% HUB PARTICIPATION**
  If all of your subcontracting opportunities will be performed using only HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
  - Section 2 c. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity

- **MEET THE GOAL**
  If you are subcontracting with HUB vendors and Non-HUB vendors, and the aggregate percentage* of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  - Section 2 c. – No
  - Section 2 d. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity

- **SOLICIT: GOOD FAITH EFFORT**
  If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non HUB vendors), and the aggregate percentage* of subcontracting with HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  - Section 2 c. – No
  - Section 2 d. – No
  - Section 4 – Affirmation
  - GFE Method B (Attachment B) – Complete this attachment for each subcontracting opportunity

* Aggregate percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.
In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

### Agency Special Instructions/Additional Requirements

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

For assistance in completing the HSP at Sam Houston State University contact:

Bob Chapa (HUB Coordinator) @ 936/294-4870 or ric001@shsu.edu

Sam Houston State University HUB goals are as follows:

<table>
<thead>
<tr>
<th>Procurement Category</th>
<th>Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Construction</td>
<td>21.10%</td>
</tr>
<tr>
<td>Special Trade</td>
<td>32.70%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>25.00%</td>
</tr>
<tr>
<td>Other Services</td>
<td>12.00%</td>
</tr>
<tr>
<td>Commodity</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

### SECTION 1  RESPONDENT AND REQUISITION INFORMATION

- **a.** Respondent (Company) Name: ____________________________

  State of Texas VID #: ____________________________

  Phone #: ____________________________

  Fax #: ____________________________

- **b.** Is your company a State of Texas certified HUB?  □ - Yes  □ - No

- **c.** Requisition #: ____________________________

  Bid Open Date: 1/1
### SECTION 2  SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If Yes, complete item b, of this SECTION and continue to item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</td>
<td>%</td>
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<td>15</td>
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</tbody>
</table>

(Not: If you have more than fifteen subcontracting opportunities, a continuation sheet is available at [http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/](http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/))

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.

- **Yes** (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If No, continue to item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 41.

e. 1 in the "Agency Specific Instructions/Additional Requirements":

- **Yes** (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)") for each of the subcontracting opportunities you listed.)
SECTION 2  SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</td>
<td>%</td>
<td>%</td>
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<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.</td>
<td>%</td>
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<td></td>
<td>Percentage of the contract expected to be subcontracted to non-HUBs.</td>
<td>%</td>
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<tr>
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<td>Aggregate percentages of the contract expected to be subcontracted:</td>
<td>%</td>
<td>%</td>
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</table>
SECTION 3

SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes  (if Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No  (if No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBS). (The PAR is available at http://www.window.state.tx.us/procurement/proc/hub/forms/progressassessmentreport.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature  Printed Name  Title  Date

REMINDER:

➢ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

➢ If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
### SECTION A-1  SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

<table>
<thead>
<tr>
<th>Item #:</th>
<th>Description:</th>
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### SECTION A-2  SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you are awarded any portion of the requisition, you are required to provide notice as soon as practical to all subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
**HSP Good Faith Effort - Method B (Attachment B)**

Enter your company’s name here: ____________________________ Requisition #: ____________________________

**IMPORTANT:** If you responded “No” to SECTION 2, Items c and d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photocopy this page or download the form at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc)

**SECTION B-1  SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
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</thead>
<tbody>
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</table>

**SECTION B-2  MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3.)

**SECTION B-3  NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c, and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identity a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at [http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/](http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at [http://www.window.state.tx.us/procurement/cmb/cmbhub.html](http://www.window.state.tx.us/procurement/cmb/cmbhub.html). HUB Status code “A” signifies that the company is a Texas certified HUB.

- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1, include the company’s Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
</tr>
</thead>
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<td>□ - Yes □ - No</td>
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</tbody>
</table>

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at [http://www.window.state.tx.us/procurement/prog/hub/hub-web-links/](http://www.window.state.tx.us/procurement/prog/hub/hub-web-links/)

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

<table>
<thead>
<tr>
<th>Minority/Women Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
</tr>
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</tbody>
</table>
SECTION B-4 SUBCONTRACTOR SELECTION

a. List the subcontractor(s) you selected to perform the subcontracts opportunity you listed in SECTION B-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Yes - No</td>
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<td></td>
<td>$</td>
<td>%</td>
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</tbody>
</table>

b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional pages if necessary):

---

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the regulation, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity if (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in Section C reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

<table>
<thead>
<tr>
<th>Section A</th>
<th>PRIME CONTRACTOR'S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>State of Texas VID #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B</th>
<th>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td></td>
</tr>
<tr>
<td>Requisition #:</td>
<td>Bid Open Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section C</th>
<th>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Potential Subcontractor's Bid Response Due Date:</td>
</tr>
<tr>
<td></td>
<td>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on:</td>
</tr>
<tr>
<td></td>
<td>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.)</td>
</tr>
<tr>
<td>2.</td>
<td>Scope of Work:</td>
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<td></td>
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<tr>
<td>3.</td>
<td>Required Qualifications:</td>
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<td>☐ - Not Applicable</td>
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<tr>
<td>4.</td>
<td>Bonding/Insurance Requirements:</td>
</tr>
<tr>
<td></td>
<td>☐ - Not Applicable</td>
</tr>
<tr>
<td>5.</td>
<td>Location to review plans/specifications:</td>
</tr>
<tr>
<td></td>
<td>☐ - Not Applicable</td>
</tr>
</tbody>
</table>
Sample Contract

SAM HOUSTON STATE UNIVERSITY
CUSTODIAL SERVICES
CONTRACT

THIS AGREEMENT is entered into between SAM HOUSTON STATE UNIVERSITY (University), a state-supported institution of higher education located in Huntsville, Walker County, Texas, and member of the Texas State University System ("System") located at ____________________________ ("Contractor"). This Agreement is subject to review and approval of The Texas State University System Vice Chancellor and Legal Affairs and General Counsel and the Board of Regents.

1. PURPOSE

University engaged Contractor to provide University with a full-service custodial service activity to include the following features:

1. Custodial services for large University operated dormitories (commonly referred to as residence halls);

2. Custodial services for University operated apartments;

3. Custodial services for University operated “small houses” and “sorority houses”;

4. Custodial services in the business office of Residence Life and Residence Life Maintenance;

5. Custodial services for Training Room and Offices;

6. Custodial services for Athletics Stadiums, including after-event cleanup of facilities, bathroom attendants during some events, Bowers Locker Room cleaning;

7. Custodial services for Recreational Sports areas; including restrooms and locker rooms in Johnson Coliseum as well as restroom attendants for certain events at Johnson Coliseum; and Pritchett Field

8. Custodial services more specifically enumerated in the attached “Cleaning Schedules” and other services including summer or special conferences.

The Request for Proposal and all pages thereto is incorporated herein for all purposes. References in this Agreement to a page number shall refer to the corresponding page number to the Request for Proposal.

All page numbers referenced in this Agreement, whether or not attached hereto, are incorporated herein for all purposes.

The HUB Subcontracting Plan submitted, whether or not attached hereto, is incorporated herein for all purposes.

2. FACILITIES

Operations. Contractor shall provide expert custodial services to the following facilities:

1. As per “Pages 21-25” and made a part hereto for Residence Life.

2. As per “Pages 21-25” and made a part hereto for Summer Conferences.

3. As per “Pages 25-27” and made a part hereto for Athletics.

4. As per “Pages 27-32” and made a part hereto for Recreational Sports.
**Hours of Operation.** The performance of the contract will conform to the University calendar for both academic purposes and summer camp purposes. In the event activities are scheduled or occur on the premises which interfere with the Contractor’s normal cleaning schedule, the 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.

3. TERM

3.01 **Contract Term.** This Agreement shall commence on or about February 1, 2016 12:01am and terminate on January 31, 2019 11:59pm.

3.02 **Contract Modification.** The parties may modify this Agreement only in writing and by authorized representatives.

3.03 **Termination for Cause.** Either party may terminate this Agreement for failure to perform pursuant to this Agreement by providing 30 days written notice, provided, however, that in the event that such failure to perform is cured within this 30 day period, the right to terminate this Agreement shall not apply.

3.04 **Termination by Choice.** Either party may terminate this Agreement for any reason upon 90 days written notice to the other party.

3.05 **Contract Renewal.** The University may, at its sole discretion, extend this Agreement on the same terms and conditions for up to four (4) consecutive one-year periods after the contract term as defined in Section 3.01. The renewals, if utilized, will be processed on an annual basis. SHSU reserves the right to extend this contract for up to 4 additional months at the end of the initial period or after any of the renewal periods at the proposed escalation rate, if the extension is at the end of the fourth renewal period, the pricing from the fourth renewal period will be utilized for the monthly pricing.

4. RIGHTS AND OBLIGATIONS OF UNIVERSITY

4.01 **Contact.** University designates Jeremy Barrett, Purchaser I, as the Contract Administrator for this Contract. University may designate a successor representative by written notice to Contractor.

4.02 **University Obligations.** University assumes the following responsibilities under this Agreement:

4.02 1. **Non-Communication Utilities:** The University will furnish heat, water, electricity and air conditioning at the University’s expense. The University shall not be liable for any loss that may result from the interruption or failure of any such utilities or services. The Contractor may specify reasonable utility requirements which University may provide. However, the University 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 University).

4.02 2. **Communications:** The University will make available the University telecommunications and mail services, just as they are available to any department within the University and Contractor will be billed accordingly.

4.02 3. **Parking:** The University shall make parking on campus available to the Contractor’s employees, just as this service is available to any University employee, and at the same cost and assignment method.

4.02 4. **Space:** The University will provide reasonable office space for Contractors supervisory personnel and additional storage space other than that provided in the usual janitorial closets located with each building for storage of chemicals and supplies.

4.02 5. **Security:** The University Police Department will provide security service in the same manner provided as for other campus buildings; special security services may be provided upon request with Contractor agreeing to fully reimburse University for such services. However, the Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except
through the University Police Department. The Contractors shall not seek to have students or employees of the University who are suspected of theft arrested by public authorities without prior consultation with the University Police Department.

4.02 6. **Trash Removal/Dumpsters**: The University will provide trash and garbage dumpsters in the vicinity of the building being cleaned 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 apartments into these exterior dumpsters. Contractor will not dispose of chemicals through these dumpsters, or any other method on the University campus, without prior approval of the University Environmental Health and Safety Officer or his appropriate designee.

4.03 **University Rights.** University reserves the right to review those management decisions by Contractor which may affect University’s public image or programs. These decisions include, but are not limited to, uniforms and similar decisions that may affect University’s public image.

4.04 **University Approval of Subcontractors.** Contractor shall obtain written consent from University prior to contracting with a subcontractor and any such contract shall be subject to the terms and conditions presented by University, if any.

4.05 **Proprietary Rights.** All proprietary information disclosed by University to Contractor shall be held in confidence and shall be used only in the performance of this Agreement. Contractor does not forfeit its proprietary interest in trademark or copyright products or operating systems by virtue of this Agreement.

4.06 **Changes in Services.** The University, 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. The University 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 Sam Houston State University.

4.07 **Waiver of Rights.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of University’s rights under this Agreement.

### 6. RIGHTS AND OBLIGATIONS OF CONTRACTOR

5.01 **Independent Contractor.** The Contractor is an independent contractor, not an employee of the University. Contractor’s acts or representations with respect to third parties are not binding upon the University.

5.02 **Contractor’s Obligations.** Contractor agrees to the following obligations and shall assume responsibility for all expenses and costs related to them:

5.02 1. **Labor, Equipment and Supplies:** Contractor shall furnish at Contractor’s expense all labor, equipment and supplies that are necessary or appropriate for the performance of the Contract more fully detailed under the attached “Cleaning Schedules”, including all related management, supervisory and administrative services.

5.02 2. **Bonding:** All employees of Contractor shall be bonded with the minimum amount of $50,000.00.

5.02 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 of operations, except to the extent any claims are caused by negligence or misconduct of University, its agents or employees. This includes all risks of loss of monies. It also includes inventory and supply pilferage, theft and robbery, except to the extent any claims are caused by negligence or misconduct of the University, its agents or employees.
5.02 4. **Uniforms:** Contractor shall provide uniforms and name/ID badges for Contractor's personnel and in consultation with University. Uniforms and name badges must be worn by Contractor’s personnel including supervisors at all times during the course of their work, including after hours call outs. Proper footwear shall be worn at all times. No flip flops, sandals, or any other open toed shoes are allowed.

5.02 5. **Workmanship:** Contractor shall perform the duties, functions and all other work in a safe, quality, and workmanlike manner to the standard satisfaction of University and in conformance with the attached “Cleaning Schedules.”

5.02 6. **Reporting of Problems:** Contractor shall report any hazardous conditions and all items in need of repair, including but not limited to, leaky faucets, toilets, urinals and drain stoppages.

5.02 7. **Use of University Services:** If Contractor desires the use of University Physical Plant or Residence Life services, such services shall be billed to the Contractor at University’s normal rates.

5.02 8. **Compliance with Codes:** Contractor shall abide by all State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Contractor’s operations at the University.

5.02 9. **Chemicals, Supplies, and Materials:** Chemicals, cleansers, paper towels, toilet paper, trash liners, hand soap and supplies shall be supplied by the Contractor. All chemicals and supplies shall be approved by the University.

5.02 10. **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 buildings to insure the Cleaning Schedules are being performed as per Contract specifications.

5.02 11. **Key and Card Access:** Contractor shall be responsible for the control of keys/cards issued by the University and the security of those areas provided for Contractor’s use. The University shall be responsible for the costs of re-keying and replacing lock cylinders when the University initiates such activity. Contractor shall be responsible for the costs of key/card replacement, re-keying, or lock replacement when the Contractor’s loss of keys and/or negligence requires such work.

5.02 12. **Required Insurance:** Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better and in amounts (unless otherwise specified), as University may require:

a. Worker’s Compensation Insurance;
b. **Employer’s Liability Insurance** with limits of not less than $1,000,000:
   - Each Accident $1,000,000
   - Each Employee $1,000,000
   - Policy Limit $1,000,000
Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University;
c. **Commercial General Liability Insurance** with limits of not less than:
   - Each Occurrence Limit $1,000,000
   - Fire Legal Liability $250,000
   - Medical Expenses (any one person) $10,000
   - Personal & Advertising Injury $1,000,000
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $2,000,000
   - Policy shall include independent contractor’s liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage.
d. **Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

e. **Umbrella/Excess Liability Insurance** with limits of not less than $2,000,000 per occurrence and aggregate with a deductible of no more than $10,000, and (i) providing coverage in excess of the coverages of, and (ii)
“following form” subject to the same provisions as, the underlying policies required in (b) Employer’s Liability Insurance, (c) Commercial General Liability Insurance, and (d) Business Auto Liability Insurance;

f. Third Party Employee Crime Insurance to protect the assets and property of University with limits of not less than $1,000,000 per claim. Independent contractors insurance shall be primary to any insurance carried by the Texas State University System or any of its institutions.

Contractor shall provide the University with certificates evidencing proof of such insurance. Such policies shall contain a covenant that the insurance company shall provide thirty days written notice to University before cancellation. Such policies shall be primary and non-contributing with any and/or constitutional statutory protection enjoyed by the University insurance carried by the University; further, the policies should name the University, its regents and employees as additional insured.

5.06.13. **Assurance of Performance:** Contractor shall maintain to the University’s benefit a letter of credit or a performance bond, renewable each year, in the amount of one-half of the amount due annually. 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 Texas and executed on forms approved by the Attorney General of Texas.

5.06.14. **Taxes and Fees:** Contractor shall pay all taxes and all licenses and permit fees payable in connection with Contractor’s work under this Contract.

5.03 **Work Evaluation.** Contractor will inspect the facilities monthly with a designated representative of the University for the purpose of evaluating the level of work being performed by the Contractor. A formal evaluation report should be completed each month and signed by representatives of Contractor and University.

5.04 **Special Cleaning Scheduling.** Contractor shall be available for cleaning services on a flexible basis, seven days a week, to clean rooms relating to the move in and move out of summer camps and conference groups. The majority of this work will occur, but is not limited to, the summer break period between the end of the Spring Semester and the beginning of the Fall semester. Some conference groups/camps will out of necessity be scheduled to move into a building within 12 hours of move out of a previous group. The Contractor must plan to work the occasional rush cleanups to provide basic cleaning for the new groups. A majority of housing buildings are used during the summer for conference groups and summer school residents, the Contractor shall be required to send extra personnel to assist during these occasional rush cleanups to provide basic cleaning for the new groups and for the end of the spring semester and for opening of the Fall semester.

5.05 **Emergency Calls.** Contractor shall be available on a 24 hour, 7 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 in addition to their home telephone at his or her residence will be for the purpose of the University being able to reach contractor when needed for routine or emergency matters. The emergency shall be reacted to quickly and efficiently (within one half (1/2) hour of being notified of the emergency), the person(s) responding must have the proper equipment available for use, such as a wet-vac, and similar equipment. An emergency call is defined as a situation where serious financial or operational damage to the University, 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, the presence of bodily fluids such as blood and vomit and similar examples. Examples that are not considered emergency callouts include, but are not limited to: picking up of broken bottles, pranks, beverage spills and other non-serious situations. Failure to respond to emergency call-outs shall result in monetary reparation to the University for expenses incurred in dealing with emergency. Sam Houston State University will require a cell phone number for the Project Manager, Assistant Manager, and the On Call Phone.

5.06 **Staffing.** Contractor agrees to the following at its direct cost:

5.06.1. The University shall have the right to interview and approve the qualifications of any person whom the Contractor proposes to appoint as Project Manager and Assistant Manager. The Contractor shall reassign any of its employees from positions having direct contact with University personnel or students when the University so
requests, provided that such requests shall be only on the grounds that continued contact with University personnel or students would be detrimental to the safety or public relations of the University. The Contractor shall dismiss from employment or reassign any of its employees whose job performance is detrimental to the University’s relationship with the public, and the Contractor shall consider the opinions of the University in taking such actions.

1.1 Contractor will provide representation that it has conducted the following background checks on its officers, employees, subcontractors or other persons it causes to be on campus.

a. Sex offender and criminal history databases where above individuals will be placed on the campus fulltime working with or around students.

b. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the University.

1.2 Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

1.3 Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the work.

5.06.2 Contractor shall maintain at all times a staff of experienced and qualified employees in sufficient numbers for efficient performance of the requirements of this Agreement. Contractor shall insure that its employees will perform their services in a proper, workmanlike, and dignified manner befitting an institution of higher education. Contractor shall insure that situations involving nepotism among the supervisor(s) and assistant(s) are strongly discouraged, and will cease if the University so requests.

5.06.3. Contractor shall give preference to currently-enrolled University students in filing part-time staffing requirements.

5.06.4 Contractor’s officers, employees, subcontractors or other persons it causes to be on campus shall comply with all University and System policies and federal state, and local laws, rules, and regulations concerning nondiscrimination in employment.

5.07 Environmental Health and Safety. Contractor shall, at its direct cost, comply fully with all applicable federal, state, and local laws, rules, and regulations concerning environmental health and safety. Contractor shall permit inspections by the University’s safety officers, and Contractor shall comply in a timely manner with all directives issued by the University concerning environmental health and safety.

5.08 Access to Facilities. Contractor shall permit the Contract Administrator or other University-authorized representative to inspect any and all areas during normal operating hours, and at any time in the event of an emergency.

5.09 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 and state laws, rules, and regulations concerning employment and labor relations.

5.10 Contractor Use of University Property. The University shall retain title to all property which it furnishes to the Contractor upon the commencement of this Agreement. Contractor shall use such property only in the performance of this Agreement unless the Contractor Administrator authorized otherwise in writing. Contractor shall not use or remove any other property which it purchases for use at University without the prior written approval of the Contract Administrator.

5.11 Security. The University shall provide with routine, general police security in accordance with similar University security procedures elsewhere on the University campus. The University will provide any additional security which the Contractor requires at the Contractor’s sole cost and expense at rates customary for such services. The Contractor shall not employ its own security staff. Contractor shall comply with University policies concerning criminal or other improper conduct, and Contractor shall report
all of such incidents to the Contract Administrator. Except when an emergency condition requires otherwise, Contractor shall summon the University’s Police Department for all public emergency situations.

5.12 **Cooperation with University Employees and other University Contractors.** Contractor shall cooperate fully with other contractors of the University, with University employees, or with employees of other persons or firms having business with the University as may be required by the circumstances or as the University directs.

5.13 **Customer Input.** Contractor shall cooperate with efforts designed to generate input from the University’s residents, including but not limited to, cooperation with a University advisory committee or market research.

5.14 **Indemnity.** The Contractor agrees to indemnify the University, its Board of Regents, its officers and employees against any loss or damage (including reasonable attorney’s fees and other costs of litigation) caused by the Contractor’s negligent acts or omissions or the negligent acts or omissions of the Contractor’s agents or employees. The Contractor agrees to defend any suit against the University alleging injuries or damages arising out of the services provided; provided, however, that nothing contain herein shall require the Contractor to defend or indemnify the University for injuries or damages arising out of the negligence of the University, its agents, or employees.

5.15 **Liens.** Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to Contractor.

5.16 **Publicity.** Contractor shall not, without the prior written approval of the University in each case, publicize or advertise in any form the fact that it is providing services to the University; provided however that Contractor may list the University on a routine client list for matters of reference.

5.17 **Drug Free Workplace.** Contractor will provide a drug-free workplace in compliance with Public Law 100-690, Title V, Subtitle D, of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession and use of a controlled substance is prohibited on the premises of the University or any of its facilities. Contractor will discipline any of its employees who violate this prohibition up to and including termination of employment. All of contractor’s employees, as a condition of employment, will comply with this policy.

5.18 **Contractor Representative.** Contractor will appoint a representative within 24 hours of the execution of this Contract, who shall be available as necessary for the reporting of problems, requesting schedule changes and the like. This representative shall not be the same person as the Contractor’s job supervisor, and will be the sole contact person with the University for routine matters arising under this Contract.

5.19 **Nondiscrimination.** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

6. **FINANCIAL PROVISIONS**

6.01 **Annual Fees.** The Contractor has specified annual fees for Custodial Services on its response to the Request for Proposal which response is made a part of this Agreement.

6.02 **Payment Upon Early Termination.** In the event either the Contractor or the University terminates this Agreement as provided above, University shall pay the Contractor a pro rata share of the earned amount, earned through the date of termination.

6.03 **Financial Records and Reports.** Contractor agrees to the following reporting and recording requirements at its direct cost.

1. Contractor shall maintain complete and accurate records of all transactions in accordance with accepted industry standards and shall keep such records for a period of not less than five years after the termination of this
Agreement. Contractor shall make available for inspection by the University during normal business hours all records which the Contractor makes in the course of performing its obligations under this Agreement.

2. Contractor shall provide the University with an audited financial statement for the Contractor’s corporation within three (3) months after the end of each of the Contractor’s fiscal years during the contract term of this Agreement.

6.04 **Payment Terms.** The University shall make the payments required by this Agreement in accordance with the following:

a. University shall pay the Contractor on a monthly basis one-twelfth of the annual contract amount of Total Base Price for all of the:

   - Nine (9) month Housing cleanings.
   - Twelve (12) month cleanings.
   - Summer Camp cleanings.
   - Summer School facilities cleaning.

   The Contractor shall invoice the University monthly and the University will pay within 30 days of the invoice. The remainder of the items on the Request for Proposal Form shall be included in the monthly invoice when services are utilized and provided.

b. Contractor will receive all payments from Sam Houston State University via U.S. Mail or another agreed upon method by both parties. It is the Contractor’s responsibility to provide Sam Houston State University with all necessary bank information and correct remittance address.

c. See pages 34-35 for pricing.

7. **GENERAL TERMS**

7.01 **Notice.** Any notice required by this Agreement shall be deemed given when made in writing and personally delivered by courier, deposited with the United States Postal Service by certified or registered mail, return receipt requested, or by facsimile transmission addressed as follows:

TO UNIVERSITY:

WITH COPIES TO:

TO CONTRACTOR:

WITH COPIES TO:

7.02 **Binding on Successors.** This Agreement shall inure to the benefit and shall be binding upon the legal representatives, successors-in-interest, and assigns of the parties hereto.

7.03 **Sole Agreement.** This document, together with all documents incorporated herein by reference, constitutes the sole Agreement of the parties on the subject matter hereto, and any prior understandings or agreements, written or oral, are of no effect. This Agreement may not be amended or modified except in a writing signed by all parties hereto.

7.04 **Assignment.** Except as provided elsewhere in this Agreement, this Agreement may not be assigned by either party hereto except upon the written approval of the other party.

7.05 **Severability.** Each provision of this Agreement is severable, and if any provision is held to be invalid or unenforceable, the remainder of the provisions shall remain in effect.

7.06 **Dispute Resolution.** If a dispute, or controversy, or claim arises out of or relates to this Agreement, 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.
Choice of Law and Venue. This Agreement shall be construed under the laws of the State of Texas, and venue in any action to enforce this Agreement shall be in Walker County, Texas.

Audit. Pursuant to state law, the university reserves the right to audit contractors books and records.

Force Majeure. Neither party shall be responsible for losses resulting from the failure to perform any terms or provisions of this Agreement if the failure is attributable to natural phenomena, fire, disorder, or other condition beyond the reasonable control of the party whose performance is impaired thereby, and which, by the exercise of reasonable diligences, such party is unable to prevent, provided however, that monies payable at the time of such circumstances shall be payable as required by this Agreement.

Public Information Act. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

No Waiver. Notwithstanding any provision of this contract, nothing herein constitutes a waiver of the constitutional, statutory or common law rights, privileges, defenses or immunities of the parties.

Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or if the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Provided, that in the event of termination for loss of funding, Contractor will pay amounts due and owing to University and University will reimburse Contractor a pro rata share of the exclusivity fee paid for the year of termination. Such proration shall be from the date of termination through the end of the year in which Agreement is terminated. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

Representations. The parties each represent that the individuals signing below have the full right and authority to enter into and perform this Agreement.

[signatures]

ATTEST:

________________________________________________________
Secretary

________________________________________________________
Principal

________________________________________________________
Typed or Printed Name

________________________________________________________
Title

Seal (if incorporated)
TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

________________________________________________________
Dana G. Hoyt, President
Sam Houston State University

________________________________________________________
Date

________________________________________________________
Chancellor Brian McCall, Ph.D.

________________________________________________________
Date
APPROVED by the Board of Regents on ________________________ at Austin, Texas.

The Honorable Jaime R. Garza, M.D.
Chairman, Board of Regents

Date