

# REQUEST FOR PROPOSAL

by

The University of Texas at El Paso

for

Selection of a Vendor to Provide

## CUSTODIAL AND HARDSCAPE SERVICES

RFP No.: 724-2104-AMG

Submittal Deadline: September 21, 2021 by 3:00 p.m. MST

Issued: August 12, 2021

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of University

The University of Texas at El Paso (UTEP) serves nearly 25,000 students and 4,300 faculty and staff at the campus located in El Paso, Texas.

#### 1.2 Background and Special Circumstances

The University of Texas at El Paso provides a learning and research environment to student, faculty, and the surrounding community. We must respect the needs of the campus community at all times, which may make it necessary to alter cleaning schedules and tasks to foster this environment.

#### 1.3 Objective of this Request for Proposal

The University of Texas at El Paso ("**University**") is soliciting proposals from qualified vendors in response to this Request for Proposal for Selection of a Vendor to Provide Custodial and Hardscape Services as stated in RFP No. 724-2104-AMG (this "**RFP**"). The Services, which are referenced in **Section 5.4** (Scope of Work) of this RFP, include (1) custodial services for the UTEP campus; and (2) hardscape services (exterior site maintenance) for the UTEP campus.

The University is soliciting formal proposals from qualified Proposer's to enter into a three (3) year contractual agreement with three (3) one (1) -year options to renew.

#### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by §61.003, Education Code) to use the group purchasing procurement method (ref. §§51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2****NOTICE TO PROPOSER****2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until **3:00 p.m. Mountain Standard Time (MST)** on **Tuesday, September 21, 2021** (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of Texas at El Paso  
Attn: Anna Goodwin, Technical Buyer  
Phone: (915) 747-8143 (please leave voicemail with contact information)  
Email: [amgoodwin@utep.edu](mailto:amgoodwin@utep.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than **Friday, September 10, 2021 by 2:00 p.m. MST**. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

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

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

**2.3.1 Threshold Criteria Not Scored**

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

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

2.3.2 Scored Criteria

- 2.3.2.1 the cost of goods and services (25%);
- 2.3.2.2 the reputation of the Proposer and of the Proposer's goods or services (15%);
- 2.3.2.3 the quality of the Proposer's goods or services (15%);
- 2.3.2.4 the extent to which the goods or services meet the University's needs (20%);
- 2.3.2.5 the Proposer's past relationship with the University (5%);
- 2.3.2.6 the total long-term cost to the University of acquiring the Proposer's goods or services (5%);
- 2.3.2.7 the Proposer's exceptions to the terms and conditions set forth in Section 4 of this RFP (15%).

**2.4 Key Events Schedule**

Issuance of RFP	<u>Thursday, August 12, 2021</u>
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)]	<u>Tuesday, August 31, 2021</u>
Deadline for Questions/Concerns (ref. <b>Section 2.2</b> of this RFP)	<u>Friday, September 10, 2021</u>
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	<b>3:00 p.m. Mountain Standard Time</b> on <u>Tuesday, September 21, 2021</u>

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a "HUB") in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

- 2.5.2 University has reviewed this RFP in accordance with 34 *Texas Administrative Code* §20.285, and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with §2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact: Benjamin Alvarez  
Purchasing Director and HUB Coordinator  
Phone: (915) 747-5601  
Email: [baalvarez@utep.edu](mailto:baalvarez@utep.edu)*

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX THREE** that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

- 2.5.4 *In addition to the materials identified in **Section 3** of this RFP, Proposer must submit the following HUB materials (“**HUB Materials**”):*
- (a) **one (1) complete original paper copy of Proposer’s HSP;** and
  - (b) **one (1) complete electronic copy of Proposer’s HSP via email to Benjamin Alvarez, UTEP HUB Coordinator, at [baalvarez@utep.edu](mailto:baalvarez@utep.edu).**

*to University at the same time Proposer submits the other copies of its proposal and no later than the Submittal Deadline (ref. **Section 2.1** of the RFP).*

Proposer’s HUB Materials must be submitted to University (as instructed in **Section 3.2** of this RFP) under separate cover and in a separate envelope (the “**HSP Envelope**”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

- 2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,
- 2.5.4.2 the name and the return address of the Proposer, and
- 2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer's HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan ("HSP") that are required by this RFP. A Proposer's failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University's rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened. (ref. **Section 1.5** of **APPENDIX ONE** to this RFP.)

**Note:** The requirement that Proposer provide one original of the HSP under this **Section 2.5.4 (a)(b)** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

## 2.6 Pre-Proposal Conference/Site Visit

University will hold a pre-proposal conference at **8:00 a.m.**, Mountain Standard Time (local time) on **Tuesday, August 31, 2021**. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Pre-Proposal Conference will be held at the following location:

UTEP Facilities Services  
Physical Plant Complex, Building A  
3120 Sun Bowl Drive  
El Paso, TX 79968

A guided tour of select campus locations will be included as part of the conference agenda. This may be the only opportunity for respondents to view the sites before submittal of Proposals. Attendance at the pre-proposal conference/site visit is optional.

Agenda:

8:00 a.m. Pre-proposal conference at Physical Plant

Site visit to: University Library  
Business Administration Building  
Biosciences Research Building  
Undergraduate Research Building  
Miners Hall  
Liberal Arts Building  
Chemistry and Computer Sciences Building  
Administration Building  
Centennial Plaza  
Old Main Building  
Student Recreational Center

Please allot approximately 6 hours for the site visit.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

Electronic response: In addition to the hard copy original requested below, Proposer must submit their proposal electronically at UTEP's online bidding website known as Sourcing Manager located at <https://adminapps.utep.edu/sourcing/>. It is the Proposer's responsibility to ensure that all requirements in the submission of proposals be addressed both in electronic as well as hard copy format.

Proposer must submit one (1) complete original hard copy of its entire proposal and one (1) flash drive copy of proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of the submitted proposal (both electronic and hard copy original). The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

#### 3.2 Submission

Proposal hard copies must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and hard copy original should be delivered to:

Attn: Anna Goodwin  
The University of Texas at El Paso  
Facilities Services Physical Plant Complex, Building A  
3120 Sun Bowl Drive  
El Paso, TX 79968

Electronic submittals will be posted via Sourcing Manager as part of the online response (ref. **Section 3.1**).

#### 3.3 Proposal Validity Period

Each proposal must state that it will 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.

#### 3.4 Terms and Conditions

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

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

- 3.4.1.2. Agreement (ref. **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).

**SECTION 4****GENERAL TERMS AND CONDITIONS**

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

## SECTION 5

**SPECIFICATIONS AND ADDITIONAL QUESTIONS****5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Be a custodial and exterior site maintenance services firm engaged in the business of custodial and exterior site maintenance services for a minimum of 5 years.
- 5.2.2 Contractor to provide own equipment.

**5.3 Additional Questions Specific to this RFP**

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer will submit a list of the exceptions.
- 5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with [§2252.908, Government Code](#) (“**Disclosure of Interested Parties Statute**”), and [1 Texas Administration Code §§46.1 through 46.5](#) (“**Disclosure of Interested Parties Regulations**”), as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing the TEC and University with the information required on the form promulgated by the TEC and set forth in **APPENDIX EIGHT**. *Proposers may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing §2252.908, Government Code, and the information on the TEC website at <https://www.ethics.state.tx.us/filinginfo/1295/>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***
- 5.3.3 Company profile;
- 5.3.4 Industry Professional Designations;
- 5.3.5 Demonstrated safety record and Contractor’s commitment to safety;
- 5.3.6 Resumes for key corporate and site employees, including site manager;
- 5.3.7 Employee training programs, including OSHA training requirement and company’s health and safety program;
- 5.3.8 Description of uniform;
- 5.3.9 Employee handbook and policy manual;
- 5.3.10 Quality assurance/control procedures;
- 5.3.11 Customer satisfaction program;
- 5.3.12 Grades, qualities, and brand names of all material and equipment to be used on site.

5.3.13 Submit at least five (5) current higher education accounts of similar size and complexity. Include contact name and phone numbers.

5.3.14 Provide a customer reference list as required in Section 3.1.7 of APPENDIX ONE.

**5.4 Scope of Work**

Contractor will provide the Services more particularly described in the attached **Agreement** (ref. **APPENDIX TWO entitled Statement of Work for Custodial Services** containing detailed Scope of Work).

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SECTION 6

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at El Paso

**Ref.:** Custodial and Hardscape Services

**RFP No.:** 724-2104-AMG

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP (See Appendix Two, Schedule 1 for detailed Scope of Work) and any attachments thereto, the undersigned proposes to furnish custodial services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Pricing for Services Offered**

**Proposal #1 Pricing (Total GSF: 3,877,704 & Hardscape):**

- Hardscape Service Cost: \_\_\_\_\_ (Total from Pg. 12 pricing sheet)
- Custodial Service Cost: \_\_\_\_\_ (Total from Pg. 15 pricing sheet)
- **Total Price Proposal #1:** \_\_\_\_\_
- Additional special floor cleaning cost (per square foot according to completed table on Page 18)
- Additional window cleaning services (per square foot/height according to completed table on Page 18-19)
- Additional clean service (per square foot according to completed table on Page 20)

**Proposal #2 Pricing (Total GSF: 3,364,256 & Hardscape):**

- Hardscape Service Cost: \_\_\_\_\_ (Total from Pg. 12 pricing sheet)
- Custodial Service Cost: \_\_\_\_\_ (Total from Pg. 17 pricing sheet)
- **Total Price Proposal #2:** \_\_\_\_\_
- Additional special floor cleaning cost (per square foot according to completed table on Page 18)
- Additional window cleaning services (per square foot/height according to completed table on Page 18-19)
- Additional clean service (per square foot according to completed table on Page 20)

**Hardscape Services Cost:**

HARDSCAPE SERVICES COST (For use in Proposal #1 & #2)		
Item #	Scope Description	Annual Hardscape Cost
1	Hardscape Cleaning Services	
2	Parking garage service	
3	Campus trash collection	
4	Parking lot service	
5	Street cleaning	
<b>Total</b>		

**Proposal #1 Pricing:**

UTEP CUSTODIAL SERVICES COST - PROPOSAL # 1					
Number	Building Name	GSF (Gross Square Footage)	CSF (Cleanable Square Footage)	SF Price	Total Annual Custodial Price
0104	Academic Advising Center	29,513	23,997		
0001	Administration Building	47,126	37,015		
0055	Bell Hall	29,703	23,293		
0028	Benedict Hall	11,405	8,723		
0100	Biology Building	94,164	59,206		
0016	Bioscience Research Building	140,119	58,218		
0091	Brumbelow Building	17,783	12,269		
0109	Business Administration Building	89,444	74,832		
0096	Campbell Building	112,138	93,561		
0034	Carl Hertzog Building	22,267	20,492		
0021	Centennial Museum	24,863	10,297		
0057	Central Energy Plant - Office & Bathrooms	8,984	623		
0256	Chemistry and Computer Science Building	155,873	116,677		
0101	Classroom Building	35,786	26,326		

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0018	Cotton Memorial	24,566	16,574		
0047	Education Building	129,262	109,911		
0200	Engineering Complex	248,331	169,935		
0080	Fox Fine Arts Center	215,060	188,713		
0035	Geological Sciences Building	96,752	73,456		
0003	Graham Hall	10,002	7,279		
0095	Hawthorne St 1514 - Interamerican Border Studies	4,935	4,360		
0042	Hawthorne St 1608- University Relations	2,075	1,632		
0081	Hawthorne St 1800 - Student Energy Center	2,092	1,596		
0073	Hawthorne St 1804 - IT/Lmartin/Key Shop	4,824	4,404		
0043	Hawthorne St 2090 - Faculty Lounge	1,324	1,140		
0255	Health Sciences and Nursing Building	165,272	129,853		
0093	Helen of Troy Softball Complex	8,309	6,917		
0017	Heritage House	2,516	1,634		
0002	Holliday Hall	17,789	13,396		
0041	Hoover House	8,511	6,547		
0030	Hudspeth Hall	21,077	17,605		
0092	Intercollegiate Athletics Warehouse - Offices	3,225	2,796		
266	Interdisciplinary Research Building	250,000	52,421		
0007	Jack C Vowell Hall	10,009	6,969		
0050	Kelly Hall	75,555	62,939		
0014	Kidd Memorial Seismic Lab	780	519		
0022	Larry K. Durham Center	63,179	52,195		
0257	Lha Khang	1,109	858		
0008	Liberal Arts Building	108,880	88,398		

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0111	Library	289,902	236,726		
0019	Magoffin Auditorium	42,589	32,847		
0201	Memorial Gym and Storage	89,996	74,911		
0038	Mike Loya Academic Services Building	58,425	44,878		
0110	Military Science Building	8,697	4,191		
0032	Miners Hall	19,571	14,706		
0106	North Energy Plant - Office and Bathrooms	8,111	339		
0009	Old Main Building	23,142	16,191		
0253	Paul Foster and Jeff Stevens Basketball Complex	61,948	21,900		
0025	Peter and Margaret deWetter Center	5,544	4,611		
0113	Physical Plant Complex & Campus Police	80,009	26,865		
0036	Physical Sciences Building	119,719	99,393		
0060	Prospect Hall	35,833	28,645		
0061	Psychology Building	50,548	26,618		
0006	Quinn Hall	11,495	9,047		
0084	Ross Moore Building	2,865	2,487		
0011	Seamon Hall/Rubin Center	14,440	11,177		
0098	Student Recreation Center	173,275	42,079		
0273	Sun Bowl Dr 3405A - Parking Trailer	2,993	2,713		
0058	Sun Bowl Stadium - Iron Mine Office	189,303	1,982		
0099	Undergraduate Learning Center	141,157	95,503		
0215	University Bookstore - Lobby & Restrooms Only	32,521	2,566		
0254	University Ticket Center	2,661	2,341		
0260	University Towers	69,244	59,824		
0272	UTEP Command Center	1,434	1,287		

0270	UTEP Research Center 410 Cotton St	17,780	17,038		
0282	UTEP Research Center 215 Francis St	8,741	7,940		
0279	UTEP Research Center Fabens Texas	10,820	10,549		
0033	Worrell Hall	10,339	8,130		
<b>TOTAL</b>		<b>3,877,704 GSF</b>	<b>2,495,060 CSF</b>		

**Proposal #2 Pricing:**

<b>UTEP CUSTODIAL SERVICES COST - PROPOSAL # 2</b>					
<b>Number</b>	<b>Building Name</b>	<b>GSF (Gross Square Footage)</b>	<b>CSF (Cleanable Square Footage)</b>	<b>SF Price</b>	<b>Total Annual Custodial Price</b>
0104	Academic Advising Center	29,513	23,997		
0055	Bell Hall	29,703	23,293		
0028	Benedict Hall	11,405	8,723		
0100	Biology Building	94,164	59,206		
0016	Bioscience Research Building	140,119	58,218		
0091	Brumbelow Building	17,783	12,269		
0109	Business Administration Building	89,444	74,832		
0096	Campbell Building	112,138	93,561		
0034	Carl Hertzog Building	22,267	20,492		
0057	Central Energy Plant - Office & Bathrooms	8,984	623		
0256	Chemistry and Computer Science Building	155,873	116,677		
0101	Classroom Building	35,786	26,326		
0018	Cotton Memorial	24,566	16,574		
0047	Education Building	129,262	109,911		

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0200	Engineering Complex	248,331	169,935		
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0073	Hawthorne St 1804 - IT/Lmartin/Key Shop	4,824	4,404		
0043	Hawthorne St 2090 - Faculty Lounge	1,324	1,140		
0255	Health Sciences and Nursing Building	165,272	129,853		
0093	Helen of Troy Softball Complex	8,309	6,917		
0017	Heritage House	2,516	1,634		
0002	Holliday Hall	17,789	13,396		
0030	Hudspeth Hall	21,077	17,605		
0092	Intercollegiate Athletics Warehouse - Offices	3,225	2,796		
266	Interdisciplinary Research Building	250,000	52,421		
0007	Jack C Vowell Hall	10,009	6,969		
0050	Kelly Hall	75,555	62,939		
0022	Larry K. Durham Center	63,179	52,195		
0008	Liberal Arts Building	108,880	88,398		
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REQUEST FOR PROPOSAL

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0113	Physical Plant Complex & Campus Police	80,009	26,865		
0036	Physical Sciences Building	119,719	99,393		
0060	Prospect Hall	35,833	28,645		
0061	Psychology Building	50,548	26,618		
0006	Quinn Hall	11,495	9,047		
0084	Ross Moore Building	2,865	2,487		
0011	Seamon Hall/Rubin Center	14,440	11,177		
0098	Student Recreation Center	173,275	42,079		
0273	Sun Bowl Dr 3405A - Parking Trailer	2,993	2,713		
0058	Sun Bowl Stadium - Iron Mine Office	189,303	1,982		
0215	University Bookstore - Lobby & Restrooms Only	32,521	2,566		
0254	University Ticket Center	2,661	2,341		
0260	University Towers	69,244	59,824		
0272	UTEP Command Center	1,434	1,287		
0270	UTEP Research Center 410 Cotton St	17,780	17,038		
0282	UTEP Research Center 215 Francis St	8,741	7,940		
0279	UTEP Research Center Fabens Texas	10,820	10,549		
0033	Worrell Hall	10,339	8,130		
<b>TOTAL</b>		<b>3,364,256</b>	<b>2,107,595</b>		
		<b>GSF</b>	<b>CSF</b>		

**Special Floor Cleaning:** Contractor will quote an individual cleaning rate at “cost per square foot” for each special floor cleaning that the University requests and contractor performs under this Agreement. (Requests should be for a minimum of 2,000 SF):

<b>ADDITIONAL SPECIAL FLOOR CLEANING COST (For use in Proposal #1 &amp; #2)</b>		
<b>Floor Type</b>	<b>Action</b>	<b>Cost per SF</b>
VCT, Terrazo or Forbo	Strip & finish with six (6) coats of approved floor finish	
Mondo Floor	Strip & finish with six (6) coats of approved floor finish	
Panorama Tile by Mats Inc.	Deep clean	
Carpet	Clean, shampoo, and extract	
Sealed concrete	Screen and refinish with epoxy based sealer	
Hardwood floors	Screen and refinish with Tung oil, varnishes/lacquers/shellacs	
Hardwood floors	Polyurethanes-oil modified solvent	
Hardwood floors	Water Hanes/waterborne urethanes	
Hardwood floors	Catalyzed finishes - water based	

**Window Cleaning Services:** Contractor will quote an individual cleaning rate at cost per building for each as-needed exterior window washing, removal of bird droppings, cleaning of window ledges, banners, and building perimeter that the University requests and contractor performs under this Agreement for buildings listed in table below. Contractor has the option to subcontract the work as long as the subcontractor meets the University insurance and OSHA requirements:

<b>ADDITIONAL WINDOW CLEANING SERVICES WORKSHEET (For use in Proposal #1 &amp; #2)</b>				
<b>Number</b>	<b>Building Name</b>	<b>1st &amp; 2nd Floor</b>	<b>3rd and 4th Floor</b>	<b>5th Floor and Up</b>
0104	Academic Advising Center			
0001	Adminstration Building			
0055	Bell Hall			
0028	Benedict Hall			
0100	Biology Building			
0016	Bioscience Research Building			
0091	Brumbelow Building			
0109	Business Administration Building			
0096	Campbell Building			
0034	Carl Hertzog Building			
0021	Centennial Museum			
0256	Chemistry and Computer Science Building			
0216	Child Care Center			

0101	Classroom Building			
0018	Cotton Memorial			
0090	Don Haskins Center			
0047	Education Building			
0048	El Paso Natural Gas Conference Center			
0200	Engineering Complex			
0080	Fox Fine Arts Center			
0035	Geological Sciences Building			
0003	Graham Hall			
0255	Health Sciences and Nursing Building			
0093	Helen of Troy Softball Complex			
0017	Heritage House			
0002	Holliday Hall			
0041	Hoover House			
0030	Hudspeth Hall			
0092	Intercollegiate Athletics Warehouse			
0266	Interdisciplinary Research Building			
0007	Jack C Vowell Hall			
0050	Kelly Hall			
0022	Larry K. Durham Center			
0257	Lha Khang			
0008	Liberal Arts Building			
0111	Library			
0019	Magoffin Auditorium			
0201	Memorial Gym and Storage			
0038	Mike Loya Academic Services Building			
0110	Military Science Building			
0274	Miner Canyon			
0094	Miner Village			
0032	Miners Hall			
0009	Old Main Building			
0253	Paul Foster and Jeff Stevens Basketball Complex			
0025	Peter and Margaret DeWetter Center			
0113	Physical Plant Complex & Campus Police			
0036	Physical Sciences Building			
0060	Prospect Hall			
0061	Psychology Building			
0006	Quinn Hall			
0084	Ross Moore Building			
0011	Seamon Hall/Rubin Center			
0098	Student Recreation Center			
0058	Sun Bowl Stadium - including Press Box			
0099	Undergraduate Learning Center			
0215	University Bookstore			

0254	University Ticket Center			
0260	University Towers			
0217	UTEP Miner Heights			
0282	UTEP Research Center - 215 Francis			
0272	UTEP Research Center - 410 Cotton St.			
0279	UTEP Research Center - Fabens Texas			
0033	Worrell Hall			

**Addition of Square Footage:** For performing custodial services at additional areas requested, these values will be used for pricing of custodial services on added buildings:

ADDITIONAL CLEANING SERVICE (For use in Proposal #1 & #2)	
Area	Cost per SF per Month
Classrooms, Auditoriums, etc.	
Research Labs	
Office Areas	
Public Areas (Entries, Lobbies, Corridors, etc.)	
Conference Rooms	
Computer Labs	
Gym Floor	
Exterior Terraces, Porches, Patios, and other entrances	
Elevators	
Library book stack	
Restrooms	
Lockers, and Dressing Rooms	
Showers	
Cafeteria, Dinning Areas, Kitchenettes	
Instructional Shop Areas	
Auditorium wood floors	

**6.2 Renewal Escalation Percentage**

Renewal Option 1 (Year 4): \_\_\_\_\_ %  
 Renewal Option 2 (Year 5): \_\_\_\_\_ %  
 Renewal Option 3 (Year 6): \_\_\_\_\_ %

**6.3 Additional Services Rates**

Supervised Custodial All-In Rate: \$ \_\_\_\_\_

**6.4 University's Payment Terms**

University's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days.

Contractor understands and agrees that payments under this Agreement may be subject to the withholding requirements of §3402(t) of the Internal Revenue Code.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

GENERAL INFORMATION**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

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

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

**1.3 Public Information**

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

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

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

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan ("HSP") that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation

with any of the Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

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

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

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

#### **1.6 Proposer's Acceptance of Evaluation Methodology**

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

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

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

#### **1.8 Proposal Requirements and General Instructions**

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

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

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

### 1.9.2 Execution of Offer

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

### 1.9.3 Pricing and Delivery Schedule

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

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

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

### 1.9.4 Proposer's General Questionnaire

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

### 1.9.5 Addenda Checklist

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

### 1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) 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.

Proposer must also submit the number of originals of the HUB Subcontracting Plan ("HSP") as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer's request and at Proposer's expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow 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.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

## SECTION 2

EXECUTION OF OFFER

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

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

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

**2.12 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 724-2104-AMG

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [559.004](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to §231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days' delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

### 3.2 Approach to Project Services

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

### 3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

### 3.4 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

### 3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

### 3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at El Paso

**Ref.:** Custodial and Hardscape Services

**RFP No.:** 724-2104-AMG

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **APPENDIX TWO**

### **SAMPLE AGREEMENT**

\*NOTE: The Sample Agreement has been provided as a separate attachment in Sourcing Manager. The Scope of Work for this RFP can be found in its entirety under Schedule 1 – Statement of Work for Custodial Services within the Sample Agreement.

## **APPENDIX THREE**

### **HUB SUBCONTRACTING PLAN**

NOTE: HUB Subcontracting Plan (HSP) will be provided as a separate attachment in Sourcing Manager, the online solicitation system UTEP utilizes.

Respondent can also download a copy of the HSP at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. Choose "HUB Subcontracting Plan (HSP) Forms" and click on first listing entitled "HUB Subcontracting Form (PDF)".

## **APPENDIX FOUR**

### **CAMPUS MAP**

Below find link to the latest Utep Campus Map:

<https://www.utep.edu/map/>

A separate PDF will be included at the Sourcing Manager website as part of the RFP documents.

## APPENDIX FIVE

### **CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)**

This is a sample of the Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under Section 2252.908(c), Government Code, Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/filinginfo/1295/>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION  
 My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.  
 My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)  
 I declare under penalty of perjury that the foregoing is true and correct.  
 Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**