REQUEST FOR PROPOSAL

By

The University of Texas at Arlington

For

Custodial Services

RFP No. 2017-004

Submittal Deadline: May 08, 2017

Issued: April 6, 2017
REQUEST FOR PROPOSAL

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SECTION 1
INTRODUCTION

1.1 Description of the University

The University of Texas at Arlington ("the University") is a comprehensive public university located in the dynamic and growing Dallas-Fort Worth metropolis. The University has a population of approximately 38,600 students, faculty, and staff. The University is the second largest institution in the UT System and the sixth largest in Texas. The University offers 80 baccalaureates, 74 master and 31 doctoral degrees to approximately 35,000 students who come from 120 countries. The University has approximately 3,600 full-time and part-time employees.

The University offers a first rate education in more than 180 disciplines, has endowments of over $61 million and has approximately 169,000 alumni with 107,000 of those living in the Dallas-Fort Worth Metroplex. Research activity has more than tripled to $66 million over the past 10 years, with increasing expertise in bioengineering, medical diagnostics, micro-manufacturing, and defense and Homeland Security technologies, among other areas.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the "Campus"). The University is home to the city's first mixed-use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district's centerpiece and the new home court for the University's basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by the University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

1.2 Background and Special Circumstances

The University requires a clean, safe, and healthy environment for students, administration and staff at the campuses. The scope of the services required is detailed in the RFP document and related exhibits.

1.3 Objective of this Request for Proposal

The University is soliciting proposals in response to this Request for Proposal, RFP No.2017-004 (this "RFP"), for selection of a qualified vendor to provide Custodial Services (the "Services") which are more specifically described in Section 5 (Scope of Work) of this RFP.

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for five (5) years, and thereafter the University shall have the right, at its option, to renew the Agreement for up to five (5) additional renewal terms of one (1) year each.

Prices for year one are to be firm. At the end of the initial term and each renewal (if any), the rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and the University at least ninety (90) days prior to the expiration of the then current term. If the price increase is not justifiable and the University and vendor cannot reach a mutually agreeable price, the Agreement may be terminated. Likewise, if the
index shows a change in favor of the University, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

1.5 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 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 the University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities 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.

1.6 Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will posted to the Electronic State Business Daily (ESBD) website. They will not be sent directly to potential proposers. It is the Proposer’s responsibility to periodically check the ESBD website for additional RFP documents. RFP documents can be acquired by accessing the Electronic State Business Daily website (http://esbd.cpa.state.tx.us/) and selecting the University of Texas at Arlington from the agency list and searching for the RFP number.

1.7 Parking

Employees of companies who park their personal vehicle in UT Arlington parking facilities, or any property owned or controlled by UT Arlington, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University’s Parking and Transportation Services website at https://www.uta.edu/pats/parking/guest-parking.php.

1.8 Disclosure of Interested Parties

As part of the contract execution process, and as required by House Bill 1295, the successful Proposer will be required to complete and submit Form 1295 "Certificate of Interested Parties" for certain types of contracts expected to exceed $1 million over the potential life of the contract. The form can be downloaded at https://www.ethics.state.tx.us/tec/1295-Info.htm. The form requires disclosure of parties with controlling interest and/or any intermediaries acting on behalf of the Proposer.

"Controlling Interest" means:

(1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;

(2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or
(3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

(1) Receives compensation from the Business Entity for the person’s participation;

(2) Communicates directly with the UT Institution on behalf of the Business Entity regarding the contract; and

(3) Is not an employee of the Business Entity.
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

The University will accept proposals submitted in response to this RFP until 3:00pm, Central Prevailing Time on May 08, 2017 (the “Submittal Deadline”).

2.2 University Contact Person

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

Charles Brooks
Contract Specialist
Email: charles.brooks@uta.edu

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the University Contact. The University Contact must receive all questions or concerns no later than April 19, 2017. The University will have a reasonable amount of time to respond to questions or concerns. It is the University’s intent to respond to all appropriate questions and concerns; however, the 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 the 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 the University. The successful Proposer is referred to as the "Contractor."

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

An evaluation team from the 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. The University may give consideration to additional information if the University deems such information relevant.

The criteria to be considered by the 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 the University to comply with laws regarding Historically Underutilized Businesses; and
2.3.1.2 Ability of the 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; (30%)

2.3.2.2 The reputation of the Proposer and of the Proposer's goods or services; (15%)
   1. Survey of References
   2. Qualification of team including staffing organizational chart with key personnel assigned to the University.
   3. Length of time working for the company, length of time in custodial cleaning.

2.3.2.3 The quality of the Proposer's goods or services; (15%)
   1. Submittal of current cleaning contracts with similar areas as those at this University
   2. Submittal of Quality Control and Quality Assurance plan to be used at this University.

2.3.2.4 The extent to which the goods or services meet the University's needs; (20%)
   1. Is the proposer experienced in this line of work?
   2. Does the proposer have a local presence?
   3. Does the proposer have the capacity/ability to handle emergency/unforeseen requests that will arise?
   4. Will the proposer assign a dedicated representative to handle this contract?

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 and (5%)
   1. Will the University incur additional costs such as consumables or emergency requests or event cleaning outside what is identified in this RFP?

2.3.2.7 Include any other relevant factors that a private business entity would consider in selecting a vendor. (10%)
   1. Does the vendor have adequate staff to handle the University's cleaning needs?
   2. Will the prosperity use sub-contractors for any work performed or will all work be performed by Prosper employees?
   3. Has Proposer satisfactorily completed a transmission plan per Section 5.3 Scope of Work?

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>April 06, 2017</td>
</tr>
<tr>
<td>MANDATORY</td>
<td></td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>1:00 p.m. Central Prevailing Time on:</td>
</tr>
<tr>
<td>(ref. Section 2.6 of this RFP)</td>
<td>April 24, 2017</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>Close of Business on April 19, 2017</td>
</tr>
</tbody>
</table>

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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 or any successor agency. 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 the 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 the 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 the University to ensure compliance with the HUB program.

2.5.2 The University has reviewed this RFP in accordance with Title 34, Texas Administrative Code, Section 20.13 (a), 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 the University’s Policy on Utilization of Historically Underutilized Businesses attached as APPENDIX TWO 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 TWO. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.

Questions regarding the HSP may be directed to:

Laurie Thompson,
HUB Program Coordinator
(817) 272-2039
lauriethompson@uta.edu

2.5.4 Proposer must submit one (1) original of the HSP to the University at the same time it submits its proposal to the University (ref. Section 3.2 of this RFP.) The original of the HSP must be submitted 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 the 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, the 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 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 the 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 three originals of the HSP under this Section 2.5.4 is separate from and does not affect Proposer’s obligation to provide the University with the number of copies of its proposal as specified in Section 3.1 of this RFP.

2.6 Mandatory Pre-Proposal Conference and Campus Tour

The University will hold a mandatory pre-proposal conference at:

1:00 p.m. to 4:00pm, Central Prevailing Time on April 24, 2017
Room FAA102
219 W. Main St.
Arlington, TX 76054

The pre-proposal conference will allow all Proposers an opportunity to ask the University’s representatives relevant questions and clarify provisions of this RFP. Due to potential space limitations, please limit your group to no more than two (2) company representatives. In addition, we will tour a sampling of the facilities proposed for custodial services.
SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must 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 (ref. Section 2 of APPENDIX ONE) 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. Five (5) copies must be submitted in hard copy format. Copy six (6) must be submitted on a flash drive.

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a spiral type binder. Do not use metal ring hard cover binders. 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.

Note: The 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 (APPENDIX ONE, Section 1.9.6).

3.2 Submission

Proposals must be received by the University on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

Physical Address
Charles Brooks
Contract Specialist
The University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for the University’s acceptance for a minimum of one hundred eighty days (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, the Terms and Conditions (ref. Section 4 of this RFP), 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. Terms and Conditions (ref. Section 4 of this RFP);
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 the 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 (separate document);
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 Section (ref. Section 5 of this RFP);
3.5.6 Signed and completed originals of the HUB Subcontracting Plan (ref. Section 2.5 of this RFP and APPENDIX TWO).
SECTION 4

GENERAL TERMS AND CONDITIONS

NOTE: If Proposer takes exception to any terms or conditions set forth in Section 4 of this RFP, Proposer must submit a list of the exceptions and/or proposed alternate language in their proposal. Any exceptions or alternate language will be reviewed the University and acceptance is at the sole discretion of the University.

4.1 General

The terms and conditions contained in this Section 4 or, in the sole discretion of the University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. Section 1.4 of APPENDIX ONE). If Proposer takes exception to any terms or conditions set forth in the Section 4, Proposer will submit a list of the exceptions as part of its proposal in accordance with Section 5.3.1 of the RFP. Proposer’s exceptions will be reviewed by the 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 the University may consider Proposer’s exceptions when the University evaluates the Proposer’s proposal.

As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor”.

4.2 Payment

The University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date The University receives an invoice for the Services. The University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (the University’s fiscal year begins September 1) that does not fall on a Saturday or Sunday. The University will have the right to verify the details set forth in Contractor’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. The cumulative amount of all payments will not exceed the amount of this Agreement.

4.3 Tax Exemption

The University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

4.4 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, the University is entitled to a “Prompt Payment Discount” of ___% off of each payment that the University submits within ___ days after University’s receipt of Contractor’s invoice for that payment.

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4.5 **Contractor's Obligations.**

4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to the University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.5.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

4.5.3 Contractor will call to the University's attention in writing all information in any materials supplied to Contractor (by the University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by the University nor will Contractor be released from any liability by reason of any approval by the University, it being agreed that the University at all times is relying upon Contractor's skill and knowledge in performing the Services.

4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then the University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that the University may have at law or in equity.

4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.

4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual
executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor’s articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor’s knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.5.9 Contractor represents and warrants that all of Contractor’s Personnel contributing to the Work Material (ref. Section 4.24) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership.

"Personnel" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

4.5.10 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of the University; (ii) the University will receive free, good and clear title to all Work Material (ref. Section 4.24) developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

4.5.11 If this Agreement requires Contractor’s presence on the University’s premises or in the University’s facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable the University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions

4.6 Family Code Child Support Certification

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Pursuant to Section 231.006, Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.7 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

4.8 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.

4.9 Loss of Funding

Performance by the University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University shall issue written notice to Contractor and the University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

4.10 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University: Office of Facilities Management
University of Texas at Arlington
1225 W. Mitchell, Ste. 205
Arlington, TX 76019
Attention: Don Lange, Dir. Aux. Ops & Log.

With copy to: Procurement Services
University of Texas at Arlington
219 W. Main St.
U.T. Arlington RFP #2016-010
Arlington, TX 76010
Attention: Charles Brooks

If to Contractor: __________________________
______________________________
______________________________
Attention: _______________________

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to the University pursuant to Section 2251.054, Government Code, then Contractor will send that notice to the University as follows:

University of Texas at Arlington
Procurement Services
219 W. Main St.,
Arlington, TX 76010
Fax: 817.272.2685
Email: cornwell@uta.edu
Attention: Julia Cornwell

With copy to:
University of Texas at Arlington
VP for Business Affairs & Controller
219 W. Main St.
Arlington, TX 76010
Fax: 817.272.7135
Email: kDavis@uta.edu
Attention: Kelly Davis

Or other person or address as may be given in writing by the University to Contractor in accordance with this Section.

4.11 State Auditor’s Office

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
4.12 Venue; Governing Law

Tarrant County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.13 Breach of Contract Claims

4.13.1 To the extent that Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.13.1.1 Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to the University in accordance with the notice provisions in this Agreement. Contractor’s notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that the University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of the University, or the other officer of the University as may be designated from time to time by the University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.13.1.2 If the parties are unable to resolve their disputes under Section 4.14.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Agreement by the University.

4.13.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by The University nor any other conduct, action or inaction of any representative of The University relating to this Agreement constitutes or is intended to constitute a waiver of The University’s or the state’s sovereign immunity to suit and (ii) The University has not waived its right to seek redress in the courts.

4.13.2 The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
4.13.3 The University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.14 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to The University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.15 Records

Records of Contractor’s costs, any reimbursable expenses pertaining to the Services and payments will be available to the University or its authorized representative during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless the University otherwise instructs Contractor in writing.

4.16 Insurance

4.16.1 If the resulting contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage’s with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M Best Rating of A-::VII or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per Accident, Employee and Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per Policy Limit</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability</td>
<td>$1,000,000 Combined single unit</td>
</tr>
</tbody>
</table>

*Must cover all owned, non-owned, or hired automobiles*
All policies (except Workers' Compensation and employer's liability) will be endorsed and name the Board of Regents of the University of Texas System and The University of Texas at Arlington, as Additional Insured's for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

All policies will be endorsed to provide a Waiver of Subrogation in favor of the Board and the University. No policy will be cancelled until after thirty (30) days' unconditional written notice to the University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to the University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required from the University.

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Certificate Holder:
University of Texas at Arlington – Procurement Services 219 West Main St. Arlington, Texas 76010

Performance Bond (APPENDIX ). In accordance with Section 2252.064, Texas Government Code, Contractor will provide University with a performance bond in the full anticipated contract amount value for the initial term. Thereafter, the amount of the bond may be adjusted at the beginning of each contract term to reflect the remaining contract value. The bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to the University's Representative in all respects. The bonds will be made payable to the University and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement, including payment of all subcontractors.

4.17 Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS,
EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.17.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors have read and understand the University’s Conflicts of Interest Policy available at HOP Subchapter 5-500 Human Resources, the University’s Standards of Conduct Guide available at: http://www.uta.edu/compliance/pdf/conduct_guide.pdf, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause the University employees to violate the University’s Conflicts of Interest Policy, provisions described by the University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

4.19 Undocumented Workers.

The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of
the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, the University may terminate this Agreement in accordance with Section 4.26. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 Force Majeure.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, tornado, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

4.21 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and the University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both the University and Contractor.

4.22 Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

4.23 Waivers

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

4.24 Ownership and Use of Work Material

4.24.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the University, are the sole property of the University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to the University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with the University in any steps the University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
4.24.3 Contractor will deliver all Work Material to the University upon expiration or termination of this Agreement. The University will have the right to use the Work Material for the completion of the Services or otherwise. The University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than the University on other projects unless expressly authorized by the University in writing.

4.24.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the University in writing. Contractor will treat all Work Material as confidential.

4.25 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of the University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If University Records are subject to FERPA, (1) The University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with the University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of the University's computer systems. At the request of the University, Contractor agrees to provide the University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.25.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to the University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide the University with all information requested by the University regarding the impermissible use or disclosure.

4.25.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of the University will be (1) returned to the University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide the University

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with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to the University in writing the destruction of University Records.

4.25.3 Disclosure. If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

4.25.4 Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of the University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of the University.

4.25.5 Public Information. 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, Government Code.

4.25.6 Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if the University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, the University may immediately terminate this Agreement without opportunity to cure.

4.25.7 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 Default and Termination.

4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("default"), the other party may terminate this Agreement upon fifteen (15) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) calendar days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, the University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

4.26.3 Termination under Sections 4.26.1 or 4.26.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

4.26.4 If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, the University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.

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4.26.5 In the event that this Agreement is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse the University for 1) all fees paid by University to Contractor that were not earned by Contractor prior to termination, and 2) for goods or services that the University did not receive from Contractor prior to termination.

4.27 Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

4.28 Severability

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 Limitation of Liability

Except for University's obligation (if any) to pay Contractor certain fees and expenses, University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or the University of Texas System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

4.30 Assignment and Subcontracting

Except as specifically provided in APPENDIX TWO, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on the University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, Government Code, and 34 Texas Administrative Code ("TAC") Sections 20.101 through 20.108. The benefits and burdens of this Agreement are assignable by the University.

4.31 Historically Underutilized Business Subcontracting Plan

Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. APPENDIX TWO). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to the University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If the University determines that Contractor has failed to subcontract as set out in the HSP, the University will notify Contractor of any deficiencies and give Contractor an
opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If the University determines that Contractor failed to implement the HSP in good faith, the University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. The University may also revoke this Agreement for breach and make a claim against Contractor.

4.31.1 Changes to the HSP. If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by the University; and (c) if the University approves changes to the HSP, this Agreement must be amended in accordance with Section 2.5.3 to replace the HSP with the revised subcontracting plan.

4.31.2 Expansion of the Services. If the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional Services contains probable subcontracting opportunities not identified in the initial solicitation for the Services. If the University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by the University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be to any remedial actions provided by Texas law including Chapter 2161, Government Code and 34 TAC Section 20.14. the University may report deemed to be in breach of this Agreement under Section 4.26 and will be subject nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

4.32 Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide the University with a list ("List") of all individuals who may be assigned to perform the Services on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has any but, not limited to, any violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services on University's premises.

Prior to commencing performance of the Services under this Agreement, Contractor will provide the University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide the University an updated certification letter each time there is a change in the individuals on the List.
4.33 Limitations

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

4.34 Survival of Provisions

No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

4.35 Relationship of the Parties

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of the University. Contractor will not bind nor attempt to bind the University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

4.36 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1881(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.37 Affirmative Action.

A written copy of Contractor's Civil Rights "Affirmative Action Compliance Program" is attached as Exhibit [____] to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as Exhibit [____] to this Agreement and incorporated for all purposes.
4.38 OSHA Compliance.

To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
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."

Period of Agreement: The University expects to enter into a contract with the selected Proposer for a term of five (5) years with three (3) one-year renewal options unless early termination is exercised in accordance with contract provisions.

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 services firm engaged in the business of custodial services for a minimum of five (5) years using company owned equipment.

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

5.2.3 The University makes no warranty or guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when within the proposal will be binding on responding vendors when deemed to be in the University's best interest. The 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 the University, at the University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by the University, in the University's sole discretion.

5.2.4 Proposer(s) wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer. The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.

5.2.5 Compliance with applicable Statutes, Ordinances and Regulations: In performing the services required of it under this Contract, the Contractor, its employees and agents, shall comply with all applicable federal, state, county, and city codes, statutes, ordinances and regulations, and shall obtain all necessary permits required to complete all required services under this Contract.

5.2.6 Submit two (2) complete sets of Material Safety Data Sheets (MSDS) to the University's Office of Facilities Management in advance for all materials being used by Contractor in the Service Areas or on other University premises.
5.3 Scope of Work

Contractor agrees to perform the cleaning and maintenance services, including furnishing of personnel, equipment, materials and supplies, and other duties and obligations (collectively, "Custodial Services") all as more particularly described in this Agreement and for Custodial Services attached and incorporated for all purposes.

IMPORTANT NOTE: Proposer to submit a Transition Plan including but not limited to:

- Identification of tasks to be performed for the transition.
- Time frames key dates and milestones for identified tasks.
- Implementation strategy and expected obstacles if any.

If applicable proposer shall describe its proposal strategies to ensure a smooth transition from the current Contractor to the successful proposer. In the transition plan, proposer must describe the following:

1. Individual or group of individuals that will oversee the transition.
2. Overall schedule for the transition including the timeline in which the proposed schedule will be implemented.
3. Proposed strategies for customer service and public education regarding the potential transition of service providers.
4. In addition, Contractor agrees that if this Agreement expires or is terminated for any reason, then, at the University's option, Contractor will continue to perform the Custodial Services in accordance with the terms and conditions of this Agreement until the University contracts with a new qualified and experienced contractor(s) to perform the Custodial Services or is able to perform the Custodial Services in-house; provided, that, Contractor will not be required to continue performing the Custodial Services for more than four (4) months after expiration or termination of this Agreement.
5. Contractor will cooperate with, and assist, the University's efforts to transition to another contractor(s) or to perform the Custodial Services in-house.

Contractor will provide the following services to University:

The Custodial Services will be performed at various locations on the University's premises designated in accordance with the schedule specified in the Statement of Work.

The following list of buildings is given to the Contractor to provide Custodial Services. Please quote cost of services individually per building.

IMPORTANT NOTE: After 60 days advance written notice to Contractor, University may add additional areas or facilities to the Service Areas. The pricing for and the schedule for performance of the Custodial Services for any added areas or facilities will be mutually agreed upon by the University and the Contractor through an amendment to this Agreement. (See Appendix XX for additional information pertaining to these additions.)

5.3.1 Aerodynamics Research Building- 915 Speer St. - # 675
This Building has approximately 7,696 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. This is a research facility that does numerous experiments and testing and requires attention to detail cleaning.

5.3.2 Amphibian & Reptile Diversity Research Center- 910 S. Davis St. - # 628
This building has approximately 5,717 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m.
p.m. Monday- Friday. This is a research facility and has many specimen jars and unreplaceable items. Special care needs to be taken when cleaning.

5.3.3 **Arlington Regional Data Center (Ft. Worth) – 200 East Loop 820 - #641**
This building has approximately 25,710 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m.

5.3.12.1 This facility is security sensitive and caution should be used when working around equipment.
5.3.12.2 Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday.

5.3.4 **ARRI-Riverbend Campus (Ft. Worth) – 7300 Jack Newell Blvd. - #667**
This building has approximately 35,675 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m.

5.3.13.1 This facility has offices, classrooms and research labs.
5.3.13.2 Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday.

5.3.5 **Baseball Clubhouse -1400 Allan Saxe Parkway- #636**
This building has approximately 4,456 CSF. Main hours of operation vary depending on baseball games and practice schedules. This building will need to be closely monitored and extra attention to detail taken as is seen by the public and media daily. Coach’s offices & locker rooms will need cleaned on a daily basis.

5.3.6 **Campus Center- 505 W. Nederman Dr.- # 638**
This building has approximately 9,499 CSF. Main hours of operation are from 8:00 a.m. to 5:00 p.m.

5.3.7 **Carlisle Hall- 503 W. Third St.- #626**
This building has approximately 29,593 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.8 **Center for Innovation at Arlington – 202 East Border St. - #601**
This building has approximately 24,074 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. There are some offices working after hours and on weekends. General office building.

5.3.9 **Civil Engineering Lab Building- 1221 W. Mitchell St.- #612**
This building has approximately 24,031 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. This is a research facility that does numerous experiments and testing and requires great attention to cleaning.

5.3.10 **College Hall- 600 S. West St.- # 505**
This building has approximately 16,654 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

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5.3.11 College Park Center – 601 South Pecan St. - #534
This building has 84,687 CFS. Main hours of operation are 8:00 a.m. to 5:00 p.m. However, this facility may have events starting at 6:00 a.m. going through late into the evening.

5.3.11.1 Contractor shall service all restrooms in the center as well as the Hospitality Suites.
5.3.11.2 Contractor shall monitor concourse areas, stadium isles and attend to spills and overflowing trash as necessary or as dispatched from the command center.
5.3.11.3 Classes and practices are scheduled frequently within this facility.
5.3.11.4 Post Game/Event Cleaning will be scheduled for all areas of the College Park Center including seating, restrooms, Hospitality Suites, loading dock area, locker rooms, etc. All areas cleaned to pre-game/event level of cleanliness.

5.3.12 Continuing Ed. Work Force Development – 140 West Mitchell St. - #582
This building has approximately 50,794 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. However, this facility may have events going through the evening and through the weekend. Day porter required. Weekend coverage required.

5.3.13 C. R. Gilstrap Athletic Center – 1309 West Mitchell St. - #693
This building has approximately 8,047 CSF. Hours of operation are from 8:00 a.m. to 5:00 p.m. Monday through Friday. There are also tutoring and classes in this facility that may require the building to be operational until 10:00 p.m.

5.3.14 F.H. Hereford University Center – 300 West First St. - #525
This building has approximately 136,735 CSF. Main hours of operation are 8:00 a.m. to 10:00 p.m. However, this facility may have events going through 12:00 midnight.

5.3.14.1 Many events are held in this building.
5.3.14.2 Dining areas to be policed between 5:00 p.m. and 12:00 p.m.
5.3.14.3 Keep the noise level of equipment to the lowest decibel level possible and use an extra degree of discretion when meeting rooms and ballrooms are in use.
5.3.14.4 This is a heavily used facility throughout the day and should have additional support if needed when requested for events.
5.3.14.5 Schedule of events varies based on the time of year.

5.3.15 Environmental Health & Safety – 500 Summit Ave - #678
This building has approximately 5,376 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. Some events happen in the training room after normal operational hours. General office building.

5.3.17 Finance and Administration Annex – 219 Main St. - #696
This building has approximately 18,236 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. General office building.

5.3.18 General Academic & Classroom Building - 211 S. Cooper St.- #622
This building has approximately 9,949 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.
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5.3.19 **Geoscience - 500 Yates St. - #513**
This building has approximately 45,993 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.20 **Hammond Hall – 701 Planetarium Pl.- #620**
This building has approximately 25,426 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities. This building also has unique outdoor stair wells, outdoor study areas and restrooms that will need more frequent cleaning and detail as they are exposed to the elements and excessively used.

5.3.21 **Health Center – 605 South West St. - #609**
This building has approximately 14,113 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. This is a health services facility and requires extensive attention to detail to prevent the spread of disease. Hospital cleaning & Sterilization is expected.

5.3.22 **Health Services Building – 605 South West St. - #609**
This building has approximately 13,500 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. This is a health services facility and requires extensive attention to detail to prevent the spread of disease.

5.3.23 **Library – 702 Planetarium Place - #603**
This building has approximately 174,249 SF. Main hours of operation are: 9:00 a.m. Sunday morning through 2:00 a.m. Saturday morning. Saturday morning from 9:00 a.m. till 2:00 a.m. Sunday morning. However, this facility may have special events going through 12:00 a.m. on Friday or Saturday.

5.3.24 **Library Collections & Depository & OIT Offices- 960 S. Davis- #695**
This building has approximately 17,692 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some offices that may work nights and weekends. Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday. There are areas of this facility that are restricted because of irreplaceable artifacts, must be mindful of these areas and work accordingly with the staff to remove trash or clean.

5.3.25 **Maverick Stadium – 1307 West Mitchell St. - #668**
This building has approximately 27,811 CSF. Hours of operation are from 8:00 a.m. to 5:00 p.m. Monday through Friday. There are also athletic events that will use the locker rooms over the weekends and into the evening.

5.3.26 **Nanofab Building- 500 S. Cooper St.- # 656**
This Building has approximately 29,626 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. This is a research facility that does numerous experiments and testing and requires great attention to cleaning.

5.3.27 **Office and Classroom Building – 710 South Davis St. - #602**
This building has approximately 3,774 CSF. Main hours of operation are typically from 8:00 a.m. to 6:00 p.m., Monday through Friday. There are some offices working after hours and on weekends.

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5.3.28 **Physical Education Building - 801 Greek Row Dr. - #599**
This building has 47,394 CFS. Main hours of operation are 8:00 a.m. to 5:00 p.m. However, this facility may have events starting at 6:00 a.m. going through late into the evening. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities. Classes and practices are scheduled frequently within this facility. Pool maintenance is not part of the cleaning activities for this contract.

5.3.29 **Police Annex – 700 South Davis St. - #569**
This building has approximately 1,241 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, this facility has some level of operation 24/7 52 weeks a year.

5.3.29.1 Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday.
5.3.29.2 The same cleaning personnel shall be assigned to clean PD areas including both primary and secondary crews.
5.3.29.3 Keep the noise level of equipment to the lowest decibel level possible and use an extra degree of discretion in this facility.

5.3.30 **Police Annex Modular Building – 700 South Davis St. - #570**
This building has approximately 1,547 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, this facility has some level of operation 24/7 52 weeks a year.

5.3.30.1 Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday.
5.3.30.2 The same cleaning personnel shall be assigned to clean PD areas including both primary and secondary crews.
5.3.30.3 Keep the noise level of equipment to the lowest decibel level possible and use an extra degree of discretion in this facility.

5.3.31 **Preston Hall – 604 W. Second St. - # 502**
This building has approximately 21,925 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.32 **Ransom Hall – 602 W. Second St. - #501**
This building has 20,605 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.33 **School of Architecture – 601 W. Nedderman Dr. - #666**
This building has 97,787 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There is a significant amount of evening activity at the end of each semester. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities. The AFA Library is located within this building and referring to UTA Central Library; same instructions apply.
5.3.34 Science Hall – 502 Yates St. - #518
This building has 108,179 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities. This building has several labs and will need to be cleaned accordingly.

5.3.35 Smart Hospital Clinic/ Research Lab – 706 Greek Row Dr. - #586
This building has approximately 8,627 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. This is a health services facility and requires extensive attention to detail to prevent the spread of disease. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.36 Smart Hospital Offices – 706 Greek Row Dr. - #587
This building has approximately 3,844 CSF. Main hours of operation are 8:00 a.m. to 6:00 p.m. General office building.

5.3.37 (S.W.E.E.T.) Center – 406 Summit Ave. - #679
This building has approximately 2,684 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. Some events happen in the training room after normal operational hours. General office building.

5.3.38 Social Work Complex A – 211 S. Cooper St. #621
This building has approximately 30,775 CSF. Main hours of operation are 8:00 a.m. to 7:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.39 Social Work Complex B – 211 S. Cooper St. #625
This building has approximately 7,569 CSF. Main hours of operation are 8:00 a.m. to 7:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

5.3.40 Softball Clubhouse - 1315 Allan Saxe Parkway - #636
This building has approximately 4,887 CSF. Main hours of operation vary depending on softball games and practice schedules. This building will need to be closely monitored and extra attention to detail taken as is seen by the public and media daily. Coaches’ offices & locker rooms will need cleaned on a daily basis.

5.3.41 Student Administration Building – 841 Mitchell - #700
This building has approximately 5,163 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. Some evening events happen after normal operational hours.

5.3.42 Studio Arts Center – 810 S. Davis Dr. - #615
This building has 34,560 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need

5.3.43 Swift Center – 1022 UTA Blvd. - #630

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This building has approximately 24,580 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. Some events happen in the gym after normal operational hours and on weekends.

5.3.44 **Texas Hall Auditorium – 701 W. Nedderman Dr. - #607**
This building has approximately 71,327 CFS. Main hours of operation are 8:00 a.m. to 5:00 p.m. However, this facility may have events starting at 6:00 a.m. going through late into the evening as well as all day on weekends.

5.3.45 **Trimble Hall – 700 Planetarium Pl. - #61**
This building has approximately 43,654 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities. This building also has unique outdoor study areas and restrooms that will need more frequent cleaning and detail as they are exposed to the elements and excessively used.

5.3.46 **University Police Building- 700 S. Davis- #565**
This building has approximately 4,067 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, this facility has some level of operation 24/7/52. Cleaning shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday. The same cleaning personnel shall be assigned to clean PD areas including both primary and secondary crews. Keep the noise level of equipment to the lowest decibel level possible and use an extra degree of discretion in this facility.

5.3.47 **UT Arlington Research Institute – 7300 Jack Newell Blvd. - #667**
This building has approximately 36,168 CSF. Main hours of operation are 8:00 a.m. to 5:00 p.m. This facility has offices, classrooms and research labs.

5.3.48 **Woof Hall – 500 W. First St. - #597**
This building has 108,528 CSF. Main hours of operation are typically from 8:00 a.m. to 5:00 p.m., Monday through Friday. There are some activities including classes & advising that take place after regular business hours and on weekends. Cleaning times may need to be adjusted to support these activities.

Contractor shall perform the Custodial Services more particularly described below. Errors or omissions in the description of the Custodial Services set forth in this Statement of Work shall not relieve Contractor of responsibilities for completing the Custodial Services in a manner that meets the University's standards as described below.

Contractor's performance of the Custodial Services shall (1) conform to the specifications and requirements of this Request for Proposal 2011-004 Custodial Services which is incorporated by reference for all purposes, and (2) to the extent consistent by Contractor in response to the RFP and is attached as Appendix 1 and is incorporated for all purposes. To the extent that the RFP or Contractor's Proposal conflicts with the terms of its Agreement, the terms of this Agreement shall control.

The University has adapted "Level 2" as the standard for custodial cleaning and maintenance, as defined by the Association of Higher Education Facilities Officers (APPA) in *Custodial Staffing Guidelines for Education Facilities, 2nd Edition, 1998, and updates*. This is a nationally accepted...
standard for institutions of higher learning. Contractor's performance of custodial services under this Agreement shall be in conformance with Level 2. Level 2 cleaning is defined by APPA as:

Level 2- Ordinary Tidiness

- Floors and base moldings shine and/or are bright and clean. There is no build up in corners or along walls, but there can be up to two days’ worth of dust, dirt, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observations. Light all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free. Shredder containers are emptied every day.

In order to meet the APPA level 2 standards, Section 5.3 of this RFP specifies the cleaning requirements and frequency schedule to be performed by Contractor. Some specific tasks described there may not pertain to be current Service Areas where Contractor is to perform custodial services, but may become applicable if additional services areas are added to this Agreement.

5.4 Definitions and General Guidelines

5.4.1 Sweeping: Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods as appropriate for the location and situation.

Standard: When properly completed a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under of’ around furniture parts. All items moved to remove dirt, etc. will be returned to their original location.

5.4.2 Wet Mopping: Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed a wet mopped floor will be free of all dirt, debris soil, liquids or other foreign material. It will present a uniform appearance free of streaks smudges, heel-marks or any other marks which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed or the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

5.4.3 Damp Mopping: Damp mopping is defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed damp mopping will be held to the same quality standard sawed mopping.

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5.4.4 Machine Mopping: Machine mopping is defined as the use of a mechanized scrubbing/vacuum same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed machine mopping will be held to the same quality standard as wet mopping.

5.4.5 Spot Cleaning: Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, wall, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling.

Standard: When properly completed spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

5.4.6 Stripping: Stripping is defined as the complete (as is practicable removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.

Standard: When properly accomplished a stripped floor will be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and will be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures will be removed.

5.4.7 Sealing: Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer's recommendation the floor will present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

5.4.8 Waxing/Finishing: Waxing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish.

Standard: When applied according to the manufacturer's recommendations the finish will present an even high gloss shine. Any evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

5.4.9 Spray Buffing: Spray buffing is defined as the application of a wax and water solution to a floor and buffing with a high speed-buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed a spray buffed floor will be held to the same quality as a newly waxed/finished floor.
5.4.10 Vacuuming: Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and any other foreign material from carpeted floors and other items; ex. couches, chairs, walls, curtains/drapes; which lend themselves to this method of cleaning.

Standard: When properly vacuumed there will be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions.

5.4.11 Shampooing: Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized.

Standard: When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and will present a clean and uniform appearance. All excess cleaning agents will be removed from baseboards, walls, and furniture and fixtures. Any items moved during this process will be returned to their original positions.

5.4.12 Dusting: Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

5.4.13 Glass/Window Cleaning - Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass window, doors, partitions, or any other items which may consist in whole or part of a glass or similar material including mirrors. All chemicals or solutions used to accomplish this task must be approved by the Office of Facilities Management Representative.

Standard: When properly cleaned glass objects will be free of all dirt, soil, smudges, streaks and smears or any other substances which will interfere with the passage or reflectance of light rays as may be applicable to the particular object. All excess spray or solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

5.4.14 Trash/Waste Removal: Trash/Waste removal is defined as the collection and disposal of all materials which have been placed into appropriate containers dedicated for disposal. This service also includes the separation of identified recyclable materials and placement into an identified recycling container. The University shall provide one or more central trash and recycle receptacles near the Buildings, and will be responsible for the emptying of those receptacles. Contractor will transport and empty all trash, litter and garbage into those receptacles on a daily basis before 7:00 a.m. The contractor shall not dispose of excess chemicals on campus.

5.4.15 Recycling: All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper
designated locations for transportation. The University shall provide on or more central recycle receptacles near the Buildings, and will be responsible for the emptying of those receptacles. Contractor will transport and empty all recyclable materials into those receptacles on a daily basis before 7:00 a.m.

Standard: When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it will be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner will be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected. (Recyclable materials will be separated and placed into their appropriate containers).

5.4.16 Metal Cleaning/Polishing: Metal cleaning/polishing is defined as the removal of dirt, soil fingerprints, smudges, water marks, scale and other foreign material from metal surfaces and fixtures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish the metal surface will present a clean uniform appearance and streak free from all dirt, soil, marks, smudges, scale, etc.

5.4.17 Disinfecting: Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated through the application of an approved disinfectant by either manual or mechanical methods.

Standard: When properly disinfected surfaces will be as free as possible of material containing living bacteria, viruses, or other contaminates capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

5.4.18 Woodwork Cleaning/Polishing: Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

5.4.19 Dispenser Service: Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, soap, or any other dispensers which may be identified by the University.

Standard: When properly serviced dispensers will have an adequate (1 day) supply of dispensed product or will be identified as needing a follow-up check to insure that the dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/patients/employees to install in the dispensers.

5.4.20 Cleaning General: Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by the University.

Standard: When properly cleaned an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present clean, safe, healthful, and pleasant appearance.
5.4.21 Supplies – Contractor will furnish materials, supplies, tools and equipment required for the satisfactory performance of the Custodial Services, including all soaps, cleaners, detergents, disinfectants, restroom and student laboratory paper goods, and trash can/wastebasket liners of at least the following quality and quantity. The quantities listed are estimates only and may vary.

Large trash can liner, All American poly. 22x14x58, 2m, 100/case
Small trash can liner, Central Poly, 15x9x23, 2m, 1000/case
Toilet paper, center pull, Premium 1PR 2000/12, 9", 12/case
Toilet paper, bottom feed (new product), 9" white, Valor JRT 3510, 12/case
Soap, Green certified foaming hand wash, Symmetry 90091120, 6x42.2 fl. oz. 6/case
Hand sanitizer, Symmetry Product 90061120, 6x40.6 fl.oz., Buckeye International, Inc.
Toilet seat cover, Rest Assured 50RA-A 25177673, 20/case
Paper towel, White roll, Kimberly Clark Scott 1000KC
Sanitary napkin bags, Waxed paper liners KL-260-500

All substitutions/deviations from the above list will require prior approval of the Office of Facilities Management Representative.

5.4.22 Storage – The University shall provide janitorial closets located within each building for storage of chemicals and supplies. Particular attention is to be exercised in not blocking/damaging telephone and data boards installed in Janitorial Closets - applicable building code compliance shall apply. If, during the term of the contract, additional storage is needed, please provide justification and notification to the Office of Facilities Management Representative.

5.4.23 Petroleum Based or Oily Substances Prohibition – Contractor shall not use petroleum-based cleaners, polishes and dressings or cleaning material that are otherwise oily in nature in any Service Areas covered by this Agreement. It is extremely important that Contractor not leave any oily residue on any surface.

5.4.24 Lights – Contractor shall turn off the lights upon leaving any Service Area.

5.4.25 Sanitary Napkin And Tampon Dispenser Machines – Where applicable, it is the responsibility of Contractor to service the sanitary napkin and tampon dispenser machines in the women’s restrooms.

5.4.27 Chalk – Contractor will furnish chalk as needed for classrooms, conference rooms, auditoriums and study rooms. Contractor shall replenish chalk nightly when Contractor cleans the chalkboard and trays.

5.4.28 Outside Entrances – Outside entrances will be opened, swept and trash picked up in an area covered by a 20 foot radius of the entrance.

5.4.29 Special Events – Contractor shall provide extra custodial help when notified 24 hours in advance of any events. Contractor shall clean activity at an APPA Level 1 in preparation of any event. All windows will be cleaned, vertical & horizontal surfaces will be dusted, carpets shampooed, and custodial help will be available before, during, and after event to maintain necessary level of cleanliness.

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5.4.30 Clean Chalkboard and White Marker Boards

5.4.30.1 Clean chalkboard and white marker boards so as to be free of dust and streaks.

5.4.30.2 **CAUTION** shall be exercised to insure that boards are cleaned in accordance with the manufacturer's directions. If there are questions, information can be supplied by the University.

5.4.31 Clean Chalkboard Erasers - Clean chalkboard erasers with vacuum.

5.4.32 Desk Tops and Hard Finish Furniture - Clean regularly with an approved neutral cleaner/disinfectant and clean microfiber cloth. Apply approved furniture polish monthly.

5.4.33 Venetian Blinds - Use only a soft bristled brush, dust each side. Do not use any type of cleaner or water solution on blinds.

5.4.34 Special Instructions - Adequate daytime custodial staffing shall be required Monday through Friday in required buildings. The day custodians shall carry either pagers and/or 2-way radios and/or cell-phones as to be timely contacted about emergency housekeeping issues.

5.4.35 Numerous areas on campus are **control access** points. It shall be the CONTRACTOR’S responsibility to establish cleaning times for these areas and obtain access with the respective department heads. Example: Records Room, Registrar’s Records Vault, Cashiers’ Office Vault, Telephone and Network Switch Rooms, Chemical/Medical Storage, etc.

5.4.36 Campus facilities will typically require five (5) cleaning days per week, Monday through Friday. When an activity has functions during the weekend, custodians shall provide cleaning services during those times. No facility will be left unattended after an event. Cleaning shall be done immediately following an event, especially during weekends.

5.4.37 Do not use any University equipment, office machines or supplies without the express consent of the Office of Facilities Management Representative.

5.4.38 Do not remove any materials, equipment, supplies, office machines, books, papers, or furniture from any location without a work order except that material in wastepaper basket or that which is clearly marked “TRASH” or “RECYCLE”

5.4.39 Report to the Office of Facilities Management Representative any material found in wastepaper receptacles such as books, office machines, or unused supplies, etc.

5.4.40 Timely report any broken furniture, missing or burned out lamps, broken door locks or closers, broken glass, and torn wallpaper to the Office of Facilities Management Service Call Center at 817-272-2000.

5.4.41 Foreign matter e.g., chewing gum, tar, skip marks, etc., shall be removed from concrete, tile, and carpeted areas immediately when noted.

5.4.42 All scheduled work shall be accomplished by night/morning crew and shall be completed and shall not be left for scheduled day employees to perform.

5.4.43 All scheduled work force shall be expected to move furniture and equipment from time to time when major cleaning is being done.
5.4.44 Perform the duties, functions, and all other work in a professional and workmanlike manner and to the satisfaction of the University.

5.4.45 Furnish at CONTRACTOR'S expense, all labor, equipment, materials, cleaning supplies and incidental as noted on this document, including all related management, supervisory and administrative services.

5.4.46 Comply with all industry standards, rules and regulations of the University, and all applicable local, State and Federal Statutes.

5.4.47 Report all potential fire hazard conditions, safety issues and any areas in need of repair to the Office of Facilities Management Service Call Center at 817-272-2000.

5.4.48 Assign to duty at the University only employees acceptable to the University and consult with the University prior to making decisions related to changes in management personnel assigned to by the Contractor (ref. RFP Section 5.7)

5.4.49 Provide adequate supervision personnel to assure quality control and sufficient staffing to meet time requirements during all scheduled and special cleaning services.

5.4.50 Contractor will provide, at all times, adequate and expert supervisory staff ("Supervisory Staff") assigned exclusively to the University to manage Contractor's employees in the Services Areas. The Supervisory Staff will be on the University's premises at all times while the Custodial Services are being provided and will not leave the University's premises until all services and security matters are completed each night. Neither the University nor any representative of the University will supervise Contractor's employees, personnel or agents performing the Custodial Services.

5.4.51 In addition, Contractor will provide an on-site manager ("On-Site Manager") assigned to the Service Areas on a full-time basis. The On-Site Manager, with the assistance of a supervisor for each and every shift ("Shift Supervisor"), will coordinate all activities connected with the provision of the Custodial Services specified under this Agreement and will meet with the University's representative periodically, on mutually agreeable dates and at mutually agreeable times, to coordinate the enforcement of the University's policies, the implementation of the University's suggestions and requests, and the prompt resolution of complaints.

5.3.52 In addition to the supervision of all Custodial Services, the Supervisory Staff will become familiar with the emergency, fire, and disaster plans developed by the University for the University's premises and perform the duties assigned to Supervisory Staff by the University as relates to the emergency, fire and disaster plans.

5.4.53 Furnish employees with professionally styled uniforms with the company name embroidered on the uniform shirt. An adequate supply of uniforms must be provided to each employee. Employee apparel must appropriately be worn, non-revealing or contain logos, sayings/phrases, pictures/graphics or advertisements other than discreet company logos.

5.4.54 Provide employee proper and adequate training, including Right-To-Know, Asbestos Awareness, Safety and proper cleaning methods and practices. Provide a complete acceptable Safety Program outline and sample materials to the Office of Facilities.

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Management Representative. Provide also an outline delineating Standard Operating Procedures (SOP’s), schedule and topics for brief weekly meetings to be presented to all line employees by supervisory staff. Include safety and operational topics.

5.4.55 Have supervisory personnel check and inspect all buildings daily for proper cleaning schedules and performance per the contract.

5.4.56 Provide management and all supervisory personnel with cell phones for response to emergency situations 24 hours a day. Home phone numbers shall also be provided for all supervisory and management staff.

5.4.57 Provide modern equipment, new or in excellent condition at the initiation of the contract, then maintain in acceptable, safe condition and appearance that meets the professional standards of the University. Equipment must meet all safety standards. Provide equipment with low decibel levels for cleaning done when student, faculty or staff are present and engaged in study, work or conferencing activities. Service and maintenance records may be subject to inspection.

5.4.58 Sufficient equipment shall be made available on site to handle emergencies such as wet carpet, flooded rooms, etc. and bring in sufficient personnel to complete extraction within 6 hours (on average) of notification and acceptable dryness levels at 12, 24 & 36 or more hours after extraction is completed. Equipment shall include but not be limited to extractors, wet-vacs, dehumidifier units, air movers, moisture meters, etc.

5.4.59 Require employees to be neat, clean and well-groomed at all times. Shirt tails must be tucked in unless they are of a cut that is intended to be worn untucked. Shirts/blouses must be buttoned to the collar or second button.

5.4.60 Lock interior doors when leaving an office, office suite, or classroom when completing the daily cleaning service.

5.4.61 Limit the use and exposure of building keys and provide a written plan as to how the keys will be utilized one daily basis. Keys will be issued only to responsible staff. Keys will be installed only by the color coding or coded Pin’s. Building names shall NOT be on each key ring. Each key ring will contain a large (2" x 4" minimum) non-removable plastic or metal tag to aid in the retrieval of the keys in the event they are lost. The University may require that these tags include a reward if found and a pager number. As stated otherwise Contractor must attend a semiannual key inventory with the Office of Facilities Management Representative.

5.4.62 Be responsible for moving furniture in areas to be cleaned.

5.4.63 Provide employees with proper safety equipment (PPE) and any necessary equipment and supplies to properly perform the functions listed in the RFP. Enforce safety regulations and practices at all times. All Contractor personnel will be compliant with University rules and regulations regarding safety.

5.4.64 Instruct employees to respect and accommodate the needs of the campus community at all times. It may be necessary to alter cleaning schedules in some areas to accommodate special events.

5.4.65 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.

5.4.66 Large cleaning events should be scheduled with the Office of Facilities Management Representative and the department representative of the building.

5.4.67 Special events such as graduations, basketball and volleyball games and receptions, will be coordinated with the Office of Facilities Management Representative for most effective time and manner of cleanliness. A schedule of all events will be provided when available, otherwise 24 hour rule will apply.

5.4.68 Contractor will submit inspection reports daily to the University’s Office of Facilities Management. Inspection reports will be prepared and signed by Contractor’s On-Site Manager or Shift Supervisor. At the University’s request, Contractor will at any time during the term of this Agreement provide a report on inspections, maintenance schedules, equipment, staffing, emergencies, security problems or any related matters in connection with the Service Areas or other University premises.

5.4.68 Prepare a monthly activity report to include floor care, burnishing, buffing, refinishing and shampooing and a listing of special cleanups for any facility. Report shall be due by the 10th of each month and shall be turned in to the attention of the Office of Facilities Management Representative. Weekly “rounds” reports shall also be turned in by close of business on Mondays to the Office of Facilities Management Representative.

5.5. **Additional Day-Time Policy by Day Porters**

Services will include, but not limited to: wiping tables, chairs, kitchen appliances as well as other requested services. A detailed list of duties will be provided to day porters.

5.5.1 **Entrances, Lobbies & Corridors**

5.5.1.1 Clean entrance mats with a vacuum or a stiff broom and lobby pan. During inclement weather, clean entrance mats with tank-type wet/dry vacuum and/or mop entrance areas to remove water and soil that may be tracked in.

5.5.1.2 Empty the entry, lobby and corridor waste receptacles on a daily basis.

5.5.1.3 Empty and clean fill outside ash receptacles.

5.5.1.4 Remove gum or other sticky soil from floors using appropriate cleaner, cleaning solution or remover. Spot clean walls, doors, door facings, columns, and other building surfaces to remove hand prints, smudges, and other obvious soils.

5.5.2 **Vending Areas, Lounges, Recreational Areas & Common Areas**

5.5.2.1 Collect and remove any litter, trash or discarded items.

5.5.2.2 Empty waste receptacles on a daily basis.

5.5.2.3 Remove trash from tables, ledges, and other building and furniture surfaces.

5.5.2.4 Maintain vending machine surfaces clean, as well as floor, walls, ceiling and space around and between machines clean and free of dust spills and stains.

5.5.2.5 Cleaning of appliances, kitchenware, etc. and storage or disposal of food items shall be the responsibility of the lounge/kitchen users.
5.5.3 Classrooms

5.5.3.1 Collect and remove any litter.
5.5.3.2 Empty classroom waste receptacles on a daily basis
5.5.3.3 Vacuum, sweep/dust mop and spot mop floors to remove spills or stains
5.5.3.4 Return furniture to its original position

5.5.4 Inclement Weather

Maintain interior buildings free of mud, water, de-icing materials, storm-blown litter and debris.

5.5.5 Spot Clean Glass

Use an approved glass cleaner and clean cloth. Remove fingerprints and smears from door, door side light glass, glass partition and inside windows.

5.5.6 Vacuum Carpets

Completely vacuum all areas of exposed carpet within a room or corridor using an approved vacuum type.

5.5.7 Dust Furniture

5.5.7.1 Use a clean dusting microfiber cloth or dusting cloth treated with a dust attractant.
5.5.7.2 Wipe all surfaces of hard finish furniture.

5.5.8 Clean Chalkboard and White Marker Boards

5.5.8.1 Clean chalkboard and white marker boards so as to be free of dust and streaks.
5.5.8.2 CAUTION shall be exercised to insure that books are cleaned in accordance with the manufacturer's directions. If there questions, information can be provided by the University.

5.5.9 Clean Chalkboard Erasers

Clean chalkboard erasers with a vacuum.

5.5.10 Damp Mop Floor

Use a clean microfiber mop with an approved neutral floor cleaner solution. Damp mop all exposed floor surfaces. Wring out mop so that it does not drip where damp mop is called for.

5.5.11 Clean Plumbing Fixtures

Plumbing fixtures include mirrors, water fountains, commodes, wash basins, urinals, shower sills, etc. and their exposed piping and valves. Using an approved solution, clean all surfaces and wipe dry to a shine. A neutral cleaner/disinfectant shall be used for regular cleaning and an acid cleaner shall be used at least twice weekly as to prevent mineral buildup of surfaces. Remove mineral buildup with approved cleaner products.
5.5.12 **Buff or Burnish Floor**

5.5.12.1 Vinyl Asbestos Tile: Burnish or buff with an approved floor finish material. Products, pad type, machine RPM’s and procedure/methodology shall follow best practices of industry standards as well as those of the flooring and floor finish products manufacturers.

5.5.12.2 Acid Resistant Tile: Damp mop with a mild detergent, pick up residue with a clean mop, and allow drying and buffing with a clean brush, and using no wax or other floor finish material.

5.5.12.3 Brick Stair or Brick Walking Surface: Damp mop with an approved neutral cleaner solution.

5.5.13 **Dust Mop**

Using a treated dust mop, remove all surface dust and dirt.

5.5.14 **Spot Clean Floors, Walls, or Furniture**

5.5.14.1 Carpet: Clean up spilled material and treat carpet in an approved manner. Note: Due to the various types of carpet, it will be necessary to determine in advance how the particular carpet is to be cleaned. The method shall be approved prior to using. Provide the same for fabric covered furniture.

5.5.14.2 Painted Walls: spot clean walls and doors with clean microfiber cloth and an approved mild cleaning solution

5.5.14.3 Stained Doors: prior to cleaning any stained doors or other wood trim, get specific instructions on the type of cleaning solution that is to be used

5.5.14.4 Metal Doors: Use an approved solution with a clean microfiber cloth and then wipe dry

5.5.14.5 Ceramic Tile Walls: A neutral cleaner/disinfectant shall be used for regular cleaning and an acid cleaner shall be used at least twice weekly as to prevent mineral buildup of surfaces. Remove mineral buildup with approved cleaner products and/or equipment with proper care applied as to prevent scratching, etching, abrading or otherwise damaging surfaces.

5.5.14.6 Furniture: Upholstered furniture to be spot cleaned as required using products approved by manufacture.

5.5.15 **Desk Tops and Hard Finish Furniture**

Clean regularly with an approved neutral cleaner/disinfectant and clean microfiber cloth.

5.5.15 **Window Washing – Interior**

Use a sponge or window brush and squeegee with an approved solution. Sponge or brush all window surfaces, squeegee dry. Use a microfiber cloth to pick up all water drips. Leave all surfaces dry.

5.5.16 **Venetian Blinds**

Use only a soft bristled brush, dust each side. Do not use any type of cleaner or water solution on blinds.

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5.5.17 Cove Base
Use neutral cleaner and clean microfiber cloth or pad

5.5.18 Recycle Containers
Empty recycling containers on a daily basis as needed. Empty recycling containers at specific collection points throughout the building. Cardboard boxes must be flattened and taken to the recycle compactor at the University Center. Any food contaminated contents shall be disposed of as regular trash. Paper material accepted is white paper, shredded paper, newspaper, magazines, books, and cardboard; also acceptable are aluminum cans, foils and trays not soiled by food products; plastics displaying recyclable arrow symbol. All recycling must be placed in the proper area for recycling and not directly in the trash.

5.5.19 Special Instructions

5.5.19.1 Adequate daytime custodial staffing shall be required Monday through Friday in required buildings. The day custodians shall carry pagers and/or 2-way radios and/or cell-phones. So they can be contacted about emergency housekeeping issues. Work Hours will be coordinated with the University.

5.5.19.2 Numerous areas on campus are control access points. It shall be the CONTRACTOR’S responsibility to establish cleaning times for these areas and obtain access with the respective department heads. Example: Records Room, Registrar’s Records Vault, Cashiers’ Office Vault, Telephone and Network Switch Rooms, Chemical/Medical Storage, etc.

5.5.19.3 Campus facilities will require five (5) cleaning days per week, Monday through Friday. When an activity has functions during the weekend, custodians shall provide cleaning services during those times. No facility will be left unattended after an event. Cleaning shall be done immediately following an event, especially during weekends.

5.5.19.4 Do not use any University equipment, office machines or supplies without the express consent of the University.

5.5.19.5 Do not remove any materials, equipment, supplies, office machines, books, papers, or furniture from any location without a work order except material in wastepaper basket or that which is clearly marked “TRASH” or “RECYCLE”

5.5.19.6 Report to the University any material found in wastepaper receptacles such as books, office machines, or unused supplies, etc.

5.5.19.7 Timely report any broken furniture, missing or burned out lamps, broken door locks or closers, broken glass, torn wallpaper, etc. to the Facilities Management, Service Call Center at 817-272-2000.

5.5.19.8 All trash containers shall be kept in a clean and sanitary condition at all times.

5.5.19.9 Foreign matter e.g., chewing gum, tar, skip marks, etc., shall be removed from concrete, tile, and carpeted areas immediately when noted.

5.5.19.10 All scheduled work shall be accomplished by night/night crew and shall be completed and shall not be left for scheduled day employees to perform.
5.5.19.11 All scheduled work force shall be expected to move furniture and equipment from time to time when major cleaning is being done.

5.5.19.12 Perform the duties, functions, and all other work described in the attached Custodial Specifications in a professional and workmanlike manner and to the satisfaction of the University.

5.5.19.13 Furnish at CONTRACTOR'S expense, all labor, equipment, materials, cleaning supplies, consumable papers, soap products and incidentals as noted on this document that may be attached Custodial Specifications including all related management, supervisory and administrative services.

5.5.19.14 Comply with all industry standards, rules and regulations of the University, and all applicable local, State and Federal Statutes.

5.5.19.15 Report all potential fire hazard conditions, safety issues and any areas in need of repair to the Facilities Management, Service Call Center at 817-272-2000.

5.5.19.16 Assign to duty at the University only employees acceptable to the University and consult with the University prior to making decisions related to changes in management personnel assigned to by the Contractor. Provide adequate supervision personnel to assure quality control and sufficient staffing to meet time requirements during all scheduled and special cleaning services.

5.5.19.17 Furnish employees with professionally styled uniforms and University photo identification badges as per the University's specifications. Employee apparel must appropriately be worn, non-revealing or contain logos, sayings/phrases, pictures/graphics or advertisements other than discreet company logos.

5.5.19.18 Provide employee proper and adequate training, including Right-To-Know, Asbestos Awareness, Safety and proper cleaning methods and practices. Provide a complete acceptable Safety Program outline and sample materials to the Office of Facilities Management Representative. Provide also an outline delineating Standard Operating Procedures (SOP's), schedule and topics for brief weekly meetings to be presented to all line employees by supervisory staff. Include safety and operational topics.

5.5.19.19 Have supervisory personnel check and inspect all buildings daily for proper cleaning schedules and performance per the contract.

5.5.19.20 Provide management and all supervisory personnel with cell phones for response to emergency situations 24 hours a day. Home phone numbers shall also be provided for all supervisory and management staff.

5.5.19.21 Provide modern equipment, new or in excellent condition at the initiation of the contract, then maintain in acceptable, safe condition and appearance that meets the professional standards of the the University. Equipment must meet all safety standards. Provide equipment with low decibel levels for cleaning done when student, faculty or staff are present and engaged in study, work or conferencing activities. Service and maintenance records may be subject to inspection.

5.5.19.22 Sufficient equipment shall be made available on site to handle emergencies such as wet carpet, flooded rooms, etc. and bring in sufficient personnel to complete extraction within 6 hours (on average) of notification and acceptable dryness levels at 12.

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24 & 36 or more hours after extraction is completed. Equipment shall include but not be limited to extractors, wet-vacs, dehumidifier units, air movers, moisture meters, etc.

5.5.19.23 Require employees to be neat, clean and well-groomed at all times. Shirt tails must be tucked in unless they are of a cut that is intended to be worn untucked. Shirts/blouses must be buttoned to the collar or second button.

5.5.19.24 Lock interior doors when leaving an office, office suite, or classroom when completing the daily cleaning service.

5.5.19.25 Limit the use and exposure of building keys and provide a written plan as to how the keys will be utilized on a daily basis. Keys will be issued only to responsible staff. Keys will be installed only by the color coding or coded PIN’s. Building names shall NOT be on each key ring. Each key ring will contain a large non-removable plastic or metal tag to aid in the retrieval of the keys in the event they are lost. The University may require that these tags include a reward if found and a pager number. As stated otherwise Contractor must attend a semiannual key inventory with the University Inspector.

5.5.19.26 Be responsible for moving furniture in areas to be cleaned.

5.5.19.27 Provide employees with proper safety equipment (PPE) and any necessary equipment and supplies to properly perform the functions listed in the RFP. Enforce safety regulations and practices at all times. All Contractor personnel will be compliant with University rules and regulations regarding safety.

5.5.19.28 Instruct employees to respect and accommodate the needs of the campus community at all times. It may be necessary to alter cleaning schedules in some areas to accommodate special events.

5.5.19.29 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.

5.5.19.30 Large cleaning events should be scheduled with the Executive Housekeeper and the department representative of the building.

5.5.19.31 Special events such as graduations, athletic events, receptions, will be coordinated with the Office of Facilities Management for most effective time and manner of cleanliness. A schedule of all events will be provided when available, otherwise 24 hour rule will apply.

5.5.19.32 Prepare a monthly activity report to include floor care, burnishing, buffing, refinish and shampooing and a listing of special cleanups for any facility. Report shall be due by the 10th of each month and shall be turned in to the University. Weekly “rounds” reports shall also be turned in by close of business on Mondays to the University.

5.6 Event Support – College Park Center

The scope for event support includes, but is not limited to, make ready services prior to an event, event personnel support for the duration of the event, and clean up immediately following the event. Special events such as graduations, basketball and volleyball games and receptions will

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be coordinated through the Office of Facilities Management Representative. A schedule of events will be provided when available.

Event make readies include following contract lists for cleaning stairs and landings; restrooms, dressing rooms, and showers; dining areas; instructional areas; exteriors; entries and lobbies; public corridors; and elevators. Event support personnel may be required for custodial support services during an event to include spot checks of all task list items referenced above. Event support personnel shall report to the event 2 hours prior to scheduled start time and remain accessible to the requesting customer at all times during the event. Event clean up shall take place immediately following the event conclusion.

When an activity or function occurs during the weekend or after regular operating hours, Contractor shall provide cleaning services during those times. NO facility will be left unattended after an event. Cleaning shall be done immediately following an event with particular attention to clean up after weekend event.

5.7 Criminal Background Checks

Each individual who is assigned to perform the Work under an agreement that might result from this RFP will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under an Agreement that might result from this RFP. Prior to commencing the Work, Contractor will (1) provide the University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Contractor will not knowingly assign any individual to provide services on the University’s campus who has a history of criminal conduct unacceptable for a university campus, including but, not limited to, violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under an agreement that might result from the RFP, Contractor will provide the University a letter signed by an authorized representative certifying compliance with this Section. Contractor will provide the University an updated certification letter each time there is a change in the individuals assigned to perform the Work.
## 5.8 Tables of Tasks & Cleaning Frequencies

### 5.8.1 EXTERIOR TERRACES, PORCHES, PATIOS, AND OTHER ENTRANCES

<table>
<thead>
<tr>
<th>Description of Task Table</th>
<th>Daily</th>
<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
<th>As Needed/Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> EXTERIOR: TERRACES, PORCHES, PATIOS AND OTHER ENTRANCES</td>
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<tr>
<td>1.1</td>
<td>Sweep up and/or collect trash and cigarette butts within 20 feet of entrance. Do not sweep into planters, lawn areas or under bushes</td>
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<td>1.2</td>
<td>Remove cigarette butts and other trash from planters, ash urns, trash cans and other architectural features</td>
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<td>1.3</td>
<td>Sweep steps and remove cobwebs</td>
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<tr>
<td>1.4</td>
<td>Vacuum/Spot clean floor mats</td>
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<td>1.5</td>
<td>Clean interior and exterior of entrance door glass and frame</td>
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<tr>
<td>1.6</td>
<td>Empty trash cans, damp clean and replace soiled liners</td>
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<td>1.7</td>
<td>Police outside area &amp; remove litter</td>
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<td>1.8</td>
<td>Clean and wipe tables</td>
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<tr>
<td>1.9</td>
<td>Sweep and wipe door sill</td>
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<tr>
<td>1.10</td>
<td>Clean and squeegee/wipe dry all interior and exterior glass surrounding entry doors</td>
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<tr>
<td>1.11</td>
<td>Clean walk-off mats and walk-off grates</td>
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<td>1.12</td>
<td>Damp/wet mop brick pavers on patios and balconies</td>
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<tr>
<td>1.13</td>
<td>Sweep ceiling and walls</td>
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<td>1.14</td>
<td>Wash and squeegee dry floor level exterior windows</td>
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<td>1.15</td>
<td>Pressure-wash all porches and walks within 20 feet of entrances. Remove all pest nesting, gum, etc.</td>
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<td>1.16</td>
<td>Clean all exterior windows ledges, and frames, leaving no streaks on glass to 12 ft in height.</td>
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## 5.8.2 ENTRIES & LOBBIES

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<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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<tbody>
<tr>
<td><strong>2</strong> Entries/Lobbies</td>
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<td>2.1 Empty and spot clean trash receptacles</td>
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<tr>
<td>2.2 Replace torn or obviously soiled trash can liners</td>
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<td>2.3 Spot clean and vacuum all carpeted floors (including corners and edges)</td>
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<td>2.4 Spot clean, sweep or dust mop non-carpeted floors (including corners and edges)</td>
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<td>2.5 Wet/damp mop non carpeted floors</td>
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<td>2.6 Spot clean walls and glass doors including frames to head height (70&quot;)</td>
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<td>2.7 Clean wall switches, doors, door frames, handles and push plates.</td>
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<td>2.8 Clean, sanitize and polish water fountains to a shine (leave no film or residue)</td>
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<td>2.9 Vacuum and spot clean walk-off mats</td>
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<td>2.10 Vacuum and/or damp wipe furniture</td>
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<td>2.11 Clean glass display cases</td>
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<td>2.12 Buff/Burnish (including corners and edges)</td>
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<td>2.13 Clean directory boards</td>
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<td>2.14 Clean entire interior glass and frames</td>
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<td>2.15 Damp clean base boards</td>
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<td>2.16 Low dust all horizontal surfaces to head height (70&quot;)</td>
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<td>2.17 High dust all horizontal surfaces above head height, including shelves, moldings, and ledges</td>
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<td>2.18 Brush down walls and ceiling vents</td>
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<td>2.19 Machine scrub concrete and brick paver floors</td>
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<td>2.20 Scrub and re-finish hard surface floors with 2 coats of approved floor finish as needed</td>
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<td>2.21 Extract all carpeted areas.</td>
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<td>2.22 Strip floors and apply six (6) coats of approved floor finish as directed by Office of Facilities Management Representative</td>
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<td>2.24 Immediately sweep, mop, vacuum any spills</td>
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<td>Vacuum and spot clean all carpeted areas (including but not limited to corners and edges)</td>
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<td>Dust mop and damp/wet mop hard surface floors (including but not limited to corners and edges)</td>
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<td>Spot clean walls and door glass.</td>
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<td>Clean glass partitions.</td>
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<td>Replace soiled &amp;/or torn trashcan liners</td>
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<tr>
<td>Empty and spot clean trash receptacles</td>
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<td>Clean, sanitize and polish water fountains (leave no oily film)</td>
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<td>Spot clean &amp; spray buff/burnish hard surface floors (including but not limited to corners and edges)</td>
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<td>Damp clean base boards</td>
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<td>Low dust all horizontal surfaces to head height (70&quot;)</td>
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<td>High dust all horizontal surfaces above head height, including shelves, moldings, and ledges.</td>
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<td>Clean air supply, exhaust &amp; a/c vents &amp; grills</td>
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<td>Extract all carpeted areas</td>
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<tr>
<td>Scrub and re-coat hard surface floors</td>
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<td>Strip/refinish all hard surface floors w/ six (6) coats, including edges and corners</td>
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<tr>
<td>Mop, sweep or vacuum spills as needed</td>
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<tr>
<td>Buff/Burnish (including corners and edges.)</td>
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<td>4 Elevators</td>
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<td>4.1 Remove all graffiti, stickers, flyers, posters, etc.</td>
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<td>4.2 Clean all metal &amp; stainless steel surfaces to a shine</td>
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<td>4.3 Spot clean &amp; damp mop hard surface floors (including but not limited to corners and edges)</td>
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<td>4.4 Vacuum and spot clean carpeted areas</td>
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<td>4.5 Clean keypads and emergency phone</td>
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<td>4.6 Remove dust, grit, and litter from door tracks</td>
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<td>4.7 Brush down vents/grills/registers</td>
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<td>4.8 Clean ceiling and removable elevator ceiling panels</td>
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<td>4.9 Clean light covers</td>
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<td>4.10 Scrub and re-coat hard floor surfaces</td>
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<td>4.11 Extract carpet</td>
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<td>4.12 Strip and re-finish (6 coats) all hard surface floors (including edges and corners)</td>
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<td>4.13 High &amp; low dust or vacuum all surfaces</td>
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<td>4.14 Wipe clean all wall horizontal surfaces &amp; rails</td>
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<td>4.15 Disinfect all contact surfaces</td>
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<tr>
<td>Offices: Note: Do not touch or disturb computer equipment or its cables, power cords or ANY materials on desks, work tables or piles on the floor not marked as trash.</td>
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<tr>
<td>5.1 Empty trash cans and spot clean as needed</td>
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<td>5.2 Remove materials labeled as &quot;trash&quot;</td>
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<td>5.3 Remove materials labeled as &quot;recycling&quot;</td>
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<td>5.4 Empty large rolling &quot;recycle&quot; receptacles</td>
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<td>5.5 Spot vacuum and clean carpeted floors (including but not limited to corners and edges)</td>
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<td>5.6 Dust mop &amp; damp mop hard surface floors (including but not limited to corners and edges)</td>
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<td>5.7 Remove all stains from carpet</td>
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<td>5.8 Spot clean entry doors and glass partitions</td>
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<td>5.9 Low dust all horizontal surfaces to head (70&quot;) height</td>
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<td>5.10 Low dust all furniture and countertops which are not obstructed by paperwork</td>
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<td>5.11 Replace torn or obviously soiled trash can liners</td>
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<td>5.12 Buff/Burnish (including corners and edges.)</td>
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<tr>
<td>5.13 Thoroughly vacuum carpeted areas including corners &amp; around and under desks</td>
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<td>5.14 Vacuum, brush or wipe chairs and furniture as needed</td>
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<td>5.15 Damp clean exposed desk tops and counter tops</td>
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<td>5.16 High dust all surfaces not obstructed by paperwork</td>
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<td>5.17</td>
<td>Dust exposed desk tops and counter tops</td>
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<td>Spot clean walls and glass partitions</td>
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<td>Remove fingerprints and grime from wall switches, doors, door frames, handles, and ledges</td>
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<td>High dust all horizontal surfaces above head height</td>
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<td>Remove dust and cobwebs from ceiling area</td>
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<td>Clean interior glass and frames</td>
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<td>5.23</td>
<td>High dust and clean ceiling fans</td>
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<td>Clean air supply and exhaust vents</td>
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<td><strong>Carefully</strong> dust picture frames and wall hangings</td>
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<td>Dust and clean window blinds</td>
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<td>5.27</td>
<td>Scrub and re-coat hard floor surfaces</td>
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<td>Dust and clean light fixtures</td>
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<td>5.29</td>
<td>Strip and re-finish hard surface floors with six (6) coats of approved floor finish (including but not limited to corners and edges)</td>
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<td>5.30</td>
<td>Shampoo upholstered furniture and wipe vinyl furniture clean</td>
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<td>5.31</td>
<td>Extract carpet</td>
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### 5.8.6 CLASSROOMS/CONFERENCE ROOMS/ AUDITORIUMS

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<td>6.2 Spot vacuum and clean carpeted floors (including but not limited to corners and edges)</td>
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<td>6.3 Dust mop hard surface floors (including but not limited to corners and edges)</td>
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<td>6.6 Damp clean counter tops, desks, sinks and cabinets</td>
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<td>6.7 Clean chalkboards, marker boards, blackboards, chalk trays, and vacuum erasers.</td>
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<td>6.9 Empty pencil sharpener</td>
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<td>6.10 Spot clean to hand height (70&quot;) glass partitions and glass doors</td>
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<td>6.14 Low dust all horizontal surfaces to head height (70&quot;)</td>
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<td>6.22</td>
<td>Buff/burnish all hard surface floors (including but not limited to corners and edges)</td>
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<td>High dust all horizontal surfaces above head height, including shelves, moldings, and ledges</td>
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<td>Damp clean baseboards</td>
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<td>Remove dust and cobwebs from ceiling area &amp; corners</td>
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<td>Dust ceiling fans</td>
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<td>Dust and clean light fixtures</td>
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<td>Shampoo upholstered furniture</td>
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<td>6.29</td>
<td>Strip floors and apply coats six (6) of approved floor finish (including but not limited to corners and edges)</td>
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<td>6.32</td>
<td>Lab: Clean store rooms on request</td>
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<td>All Centers: Clean and disinfect sinks, counter tops and table</td>
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<td>6.34</td>
<td>All Centers: Spray buff all floors where applicable</td>
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<td>All Centers: Remove dust an cobwebs from ceiling areas</td>
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<td>All Centers: Dust and damp clean all baseboards</td>
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<td>All Centers: Dust any type of wall hanging</td>
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<td>6.38</td>
<td>All Centers: Shampoo upholstered furniture and clean vinyl furniture, if needed</td>
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<td>6.39</td>
<td>All Center: Clean carpets</td>
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<td>6.40</td>
<td>All Labs: Sanitize exterior of trash receptacles</td>
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<td>6.41</td>
<td>All Labs: Strip and refinish floor in dispensary room on request</td>
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<td>6.42</td>
<td>Auditorium: Dust mop stage after each performance or rehearsal</td>
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<td>6.43</td>
<td>Auditorium: Vacuum aisles and sweep under all fixed seating after each performance. Check for and remove gum, tar, etc. Report broken seats to Building Maintenance</td>
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### 5.8.7 STAIRS & LANDINGS

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<td>7.1 Dust mop and damp spot mop hard surface floors</td>
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<td>7.2 Vacuum carpeted floors</td>
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<td>7.3 Dust stairway handrails</td>
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<td>7.4 Mop all spills</td>
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<td>7.5 Spot sweep steps and landings</td>
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<td>7.6 Remove stains from carpet</td>
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<td>7.7 Damp mop all hard floors</td>
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<td>7.8 Spot clean walls and exit doors</td>
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<td>7.9 Remove fingerprints and grime from wall switches, doors, door frames, handles, and push plates</td>
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<td>7.10 Damp clean hand rails, ledges, and sills</td>
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<td>7.11 Clean air supply and exhaust vents</td>
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<td>7.12 Extract carpet</td>
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<td>7.13 Strip floors &amp; apply six(6) coats of finish</td>
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<td>7.14 Scrub &amp; re-coat w/ two (2) coats of floor finish</td>
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### 5.8.8 RESTROOMS, DRESSING ROOMS & SHOWERS

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<tr>
<td><strong>8.1 Restrooms, Dressing Rooms &amp; Showers</strong></td>
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<tr>
<td>Empty, damp-wipe trashcans and sanitary napkin receptacles and replace liners - <strong>Twice a day</strong></td>
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<tr>
<td>Thoroughly clean and disinfect all surfaces of floors, lavatory fixtures, toilets, and urinals (including the outside and underneath of toilets &amp; urinals)</td>
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<td>Spot clean all walls, removing spots, stains, and splashes</td>
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<td>Remove all graffiti</td>
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<td>Refill soap, paper towel and toilet tissue dispensers</td>
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<td>Polish all metal fixtures and surfaces to a shine, leaving no oily residue or film</td>
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<td>Clean all mirrors</td>
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<td>Vacuum and spot clean carpet</td>
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<td>Report all items needing repair (including but not limited to broken fixtures, hardware, latches, hinges, hangers, shelves, etc.)</td>
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<td>Sweep, Mop and Disinfect Floor</td>
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</tr>
<tr>
<td>Damp Wipe and Dry all Chrome to a shine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean and sanitize exterior of all soap, paper towel and toilet paper dispensers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Remove fingerprints and grime from wall switches, doors, door frames, handles, and push plates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Clean and Disinfect Counter Tops</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low dust all horizontal surfaces to hand height</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use an Acid Bowl Cleaner in Urinals and commodes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
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<tr>
<td>Descalate fixtures with non-corrosive solution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Discard of dirty Mop Water by pouring Down Floor Drain</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Wash and disinfect all toilet partitions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
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<td>Task</td>
<td>Description</td>
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</tr>
<tr>
<td>8.21</td>
<td>Wash walls from top to bottom including showers and toilet areas</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.22</td>
<td>High dust all horizontal surfaces above head height, including shelves, moldings, and ledges</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.23</td>
<td>Dust and clean light fixtures, as necessary</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.24</td>
<td>Clean air supply and exhaust vents</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.25</td>
<td>Scrub &amp; recoat floors w/ two (2) layers of approved finish</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.26</td>
<td>Disinfect all Tile</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.27</td>
<td>Clean and polish Doors</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.28</td>
<td>Strip floor and apply 6 approved coats of finish*</td>
<td>X</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

* ceramic surfaced floors exempt

### 5.8.9 INSTRUCTIONAL SHOP AREAS

<table>
<thead>
<tr>
<th>Description of Task</th>
<th>Daily</th>
<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
<th>As Needed/Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Empty trash cans &amp; replace soiled or torn liners</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.2 Dust mop floors</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.3 Spot damp/wet mop floors</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.4 Clean chalk/whiteboards &amp; chalk trays</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.5 Clean &amp; disinfect water fountains</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.6 Wet mop shop floors</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.7 High dust all surfaces above 70&quot;</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.8 Low Dust all surfaces at &amp; below head height (70&quot;)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shops: arrange w/ dept. chair for cleaning of light fixtures, ductwork, &amp; walls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
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</tbody>
</table>
### 5.8.10  AUDITORIUM WOOD FLOOR

<table>
<thead>
<tr>
<th>Description of Task Table</th>
<th>Daily</th>
<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
<th>As Needed/Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10</strong> Auditorium wood floor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1 Dust mop main floor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10.2 Tack floor daily</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10.3 Check stands for trash and damp mop as needed</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.4 Clean metal handrails in front of bleachers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10.5 Check all bleacher seats and remove all chewing gum. Report broken seats to the Office of Facilities Management Representative.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10.6 Clean all seats in the bleachers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10.7 Screen and refinish with two (2) coats of approved floor finish.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.8 Sweep and mop daily after classes and other scheduled events</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### 5.8.11  CLEANING OF GYMS & EXERCISE AREAS

<table>
<thead>
<tr>
<th>Description of Task Table</th>
<th>Daily</th>
<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
<th>As Needed/Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11</strong> Gym, Weight &amp; Exercise Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.1 Empty all trash cans, damp clean and replace plastic liners</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.2 Spot clean doors and partition glass</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11.3 Spot clean mirrors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11.4 Dust mop floor</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.5 Spot mop floor with cleaner/disinfectant</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.6 Thoroughly sweep entire floor including baseboards, corners, and under machinery</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.7 Damp mop entire floor with cleaner/disinfectant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11.8 Remove fingerprints and grime from wall switches, doors, door frames, handles, and push plates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11.9 Clean partition glass and frame</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.10</td>
<td>Remove dust and cobwebs from ceiling area</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>11.11</td>
<td>Damp clean all baseboards</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.12</td>
<td>Dust and clean light fixtures</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.13</td>
<td>Dust and clean ceiling fans</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.14</td>
<td>Disinfect contact areas (see special needs for mat areas)</td>
<td>X</td>
<td></td>
<td></td>
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</table>

### 5.8.12 GYM & RACQUETBALL FLOORS

<table>
<thead>
<tr>
<th>Description of Task Table</th>
<th>Daily</th>
<th>Twice Weekly</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
<th>As Needed/Request</th>
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</thead>
<tbody>
<tr>
<td><strong>12 Gym and Racquetball Floors</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>12.1 Dust mop gym floor</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.2 Spot mop gym floor</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.3 Machine scrub floor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12.4 Spot clean walls</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.5 Remove black heel and tar marks from floor</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>12.6 Scrub floor and apply two (2) coats of approved sealer for synthetic floors</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.7 Strip floor and apply four (4) coats of approved sealer for synthetic floors</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION
SECTION 2: EXECUTION OF OFFER
SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE
SECTION 4: ADDENDA CHECKLIST
SECTION 1

GENERAL INFORMATION

1.1 Purpose

The 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 the 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

The 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 the University as having received a copy of this RFP. Only the University’s responses that are made by formal written Addenda will be binding on the University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by the 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 the 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 the University is responsible for notifying the University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to the University, so that if the 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 the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The 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, the 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

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Information Act (Government Code, Chapter 552.001, et seq.). 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 Sections 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 the University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in Section 4 of this RFP, and (ii) is otherwise acceptable to the University in all respects (the “Agreement”).

1.5 Proposal Evaluation Process

The University will select Contractor by using the competitive sealed proposal process described in this Section. The 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 (also called the 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 the 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, the University may invite one or more selected Proposers to participate in oral presentations. The University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

The University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, the University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, the University will avoid disclosing the contents of competing proposals.

At the University’s sole option and discretion, the University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, the 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, the University will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, the University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of the University.

After submission of a proposal but before final selection of Contractor is made, the 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. The University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. The

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University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to the University overall, as determined by the University.

The 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 the University. Proposer is hereby notified that the University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by the 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 set forth in Section 4 of this RFP, 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 the 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 the University has made no representation written or oral that one or more agreements with the University will be awarded under this RFP; (2) University issues this RFP predicated on the University's anticipated requirements for the Services, and the University has made no representation, written or oral, that any particular scope of services will actually be required by the 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 the University.

1.8.3 The 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 the University, at the 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 The University makes no warranty or guarantee that an award will be made as a result of this RFP. The 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 when deemed to be in the University's best interest. The 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 the University, at the 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 the University, in the 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 the University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule, 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.

The 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 the 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 the 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 (also called the HSP) as required by this RFP (ref. Section 2.5 of the RFP.)

Upon Proposer's request and at Proposer's expense, the University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. The 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.

The 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 the 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 the University's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to the University, in the 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 the 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 an agreement with the University as specified herein and that such intent is not contingent upon the 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, Spiral Binders, and Dividers
Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a spiral type binder. Do not use metal ring hard cover binders. 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 By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between the University and Proposer; (3) the University has made no representation or warranty, written or oral, that one or more contracts with the University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 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.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.

2.1.6 If selected by the University, 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.

2.1.7 If selected by the University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

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

2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS 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,

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2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP 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.

2.2 By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at the University’s option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 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.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) 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 component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to the University in writing; (ii)
Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) 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. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before the University enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer represents and warrants that all products and services offered to the 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.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time the University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 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.: 2017-004

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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.
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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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 the University.

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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 the Agreement with the 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
the 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 the University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name for each person having at least 25% ownership interest in
Proposer. This disclosure is mandatory pursuant to Section 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.

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual
or business entity named in this contract, bid, or application is not ineligible to receive the
specified grant, loan, or payment and acknowledges that this contract may be terminated
and payment may be withheld if this certification is inaccurate.

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 the 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 the 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;

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3.2.3.3 Project management methodology;
3.2.3.4 Implementation strategy;
3.2.3.5 The expected time frame in which the services would be implemented;
3.2.3.6 Implementation, process and types of training for staff including staff training frequencies and documentation of training. Training documentation will be provided quarterly.
3.2.3.7 Copy of time sheets and time worked in a building will be provided upon request.

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.

3.2.5 Proposer will provide an organizational chart with summary resumes for its proposed key personnel who will be providing services under the Agreement with the University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.2.6 There are several buildings that are LEED certified and require “Green Cleaning” chemicals. Provide a copy of chemicals you will use (MSD sheets will be requested at some point through the RFP process).

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 the 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 the University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from the University.

3.4 Service Support
Proposer will describe its service support philosophy, how it 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 the 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 the 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.

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SECTION 4

ADDENDA CHECKLIST

Proposal of: __________________________________________

(Proposer Company Name)

To: The University of Texas at Arlington

Ref.: ______________ Services related to the __________________________

RFP No.: ______________________

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,

Prooser: ______________________

By: ______________________

(Authorized Signature for Proposer)

Name: ______________________

Title: ______________________
APPENDIX TWO

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Regulation 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 Texas certified HUB vendors.
- Section 2 c - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal, the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Regulation 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 Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c - No
- Section 2 d - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal, the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Regulation 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 Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c - No
- Section 2 d - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- Section 1 - Respondent and Regulation 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

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is initiated or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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HUB Subcontracting Plan (HSP)

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 the State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (invitation).

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 2008 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,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(6), 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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2008 Disparity Study.

UT-Arlington Agency Goals (Fiscal 2016)

3.86% for Heavy construction other than building contracts
19.89% for Building construction, including general contractors and operative builder contracts
38.25% for Special trades construction contracts
18.48% for Professional services contracts
11.30% for Other Services contracts
21.18% for Commodities contracts

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name:  
   State of Texas VID #:  
   Point of Contact:  
   Phone #:  
   Fax #:  
   E-mail Address:  

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

c. Requisition #:  
   Bid Open Date:  

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SECTION 3. RESPONDENT’S 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 contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20:11, a “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 certifies 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, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

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>
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<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract, in place for more than five (5) years.</td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract, in place for more than five (5) years.</td>
<td>Percentage of the contract expected to be subcontracted to Non-HUBs.</td>
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Aggregate percentages of the contract expected to be subcontracted:
% % %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://www.oag.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 do not have a continuous contract, in place for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 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.)

"Continuous Contract": Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
**SECTION 2 Respondent's Subcontracting Intentions (Continuation Sheet)**

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a <em>continuous contract</em> in place for more than five (5) years.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %

*Continuous Contract*: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
Enter your company's name here: ___________________________ Requisition #: ___________________________

SECTION 3: SELF PERFORMING JUSTIFICATION

If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.

If you responded “No” to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

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 required, 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 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 a 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.winslow.state.tx.us/procurement/prophub/hub-forms/progressassessmentpar.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” to 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.
### HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: ____________________________

Requisition #: _______________________________________

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort Method A (Attachment A)" for each subcontracting opportunity you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://window.state.tx.us/procurement/proghub/hub-forms/hub-sbcom-plan-gfe-sghm-a.pdf](http://window.state.tx.us/procurement/proghub/hub-forms/hub-sbcom-plan-gfe-sghm-a.pdf)

#### 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 the attachment.

**Item Number:** _____  **Description:** ____________________________________________________________

#### 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://myopa.cpa.state.tx.us/passwork/lookup/index.jsp](http://myopa.cpa.state.tx.us/passwork/lookup/index.jsp). HUB status code "A" signifies that the company is a Texas certified HUB.

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<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</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 (respondent) are awarded any portion of the requisition, 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 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)

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://window.state.tx.us/purchasing/prop/hub/hub-forms/hub-subcont-plan-gfe-achm-b.pdf.

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 the attachment.

Item Number: __________ Description: __________

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 listed in SECTION B-1 to your Protégé.

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

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 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 identify 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://window.state.tx.us/purchasing/prop/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 trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

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 and verifying their HUB status, ensure that you use the State of Texas Centralized Master Bidders List (CMABL) – Historically Underutilized Business (HUB) Directory Search located at http://mycos.cpa.state.tx.us/trasdb/search/view.jsp. 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 Texas Vendor Identification (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>Texas VID (Do not use Social Security Numbers)</th>
<th>Date Notice Sent</th>
<th>Did the HUB Respond?</th>
<th>Did the HUB Respond?</th>
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<tr>
<th>Company Name</th>
<th>Texas VID (Do not use Social Security Numbers)</th>
<th>Date Notice Sent</th>
<th>Did the HUB Respond?</th>
<th>Did the HUB Respond?</th>
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c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas 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 allow your subcontracting opportunity notice to 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/purchasing/prop/hub/mwb-links-1/

d. List two (2) 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>
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<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent</th>
<th>Was the Notice Accepted?</th>
<th>Was the Notice Accepted?</th>
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Page 1 of 2
(Attachment B)
**HSP Good Faith Effort - Method B (Attachment B) Cont.**

**SECTION B-4: SUBCONTRACTOR SELECTION**

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 the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) – Historically Underutilized Business (HUB) Directory Search located at [http://mycpa.cpa.state.tx.us/PassportSearchIndex.jsp](http://mycpa.cpa.state.tx.us/PassportSearchIndex.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximately Dollar Amount</th>
<th>Expected Percentage of contract</th>
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**c.** 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 page if necessary):

![Blank space for justification]

**REMEMBER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, 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 it (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.
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 requirement 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, 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.

SECTION: A  PRIME CONTRACTOR'S INFORMATION
Company Name: ____________________________
State of Texas VID #: ______________________
Point-of-Contact: __________________________
Phone #: _________________________________
E-mail Address: ____________________________
Fax #: _________________________________

SECTION: B  CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: ____________________________
Point-of-Contact: __________________________
Phone #: _________________________________
Requisition #: ____________________________
Bid Open Date: ____________________________

SECTION: C  SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:
   If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
   we must receive your bid response no later than __________________ on __________________ Central Time Date (mm/dd/yyyy).

   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 its bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

   A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be 'day zero' and does not count as one of the seven (7) working days.

2. Subcontracting Opportunity Scope of Work:

3. Required Classifications: _______________________
   □ - Not Applicable

4. Bonding/Insurance Requirements: _______________________
   □ - Not Applicable

5. Location to review plans/specifications: _______________________
   □ - Not Applicable

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