

**LAMAR UNIVERSITY
NOTICE TO BIDDERS**

REQUEST FOR PROPOSALS 07152011JDT

FACILITIES SERVICES

RFP Issued: July 15, 2011
Mandatory Pre-Proposal Meeting: July 27, 2011, 2:00
Deadline for Submitting Questions: August 1, 2011
Proposals Due: August 10, 2011, 2:00

Contact: Cynthia Perkins
(409) 880-7566

**By: Dr. Gregg Lassen
Lamar University
Vice President for Finance
And Operations**

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PROPOSAL SUBMITTAL FORM

This form must be completed and returned with your proposal. Failure to submit this form may render your proposal as unresponsive.

1. Name of Firm: _____

2. Address: _____

3. Email Address: _____

4. Telephone Number: ____ () — _____

5. Fax Number: ____ () — _____

6. Point of Contact:	_____	Title: _____
	Printed Name	
	_____	Date: _____
	Signature	

NOTICES FOR OFFERORS

A. MANDATORY PRE-PROPOSAL MEETING

A pre-proposal conference will be held at Lamar University, John Gray Center, 855 E Jim Gilligan Way, Building A auditorium at 2 o'clock PM on July 27, 2011. The purpose of this pre-proposal conference is to review the RFP process and proposal requirements, and answer any questions, with respect to the requirements and execution of the RFP. NOTE: Oral responses provided at the pre-proposal meeting shall not be considered official until an official addendum has been posted.

B. ATTENDANCE

1. Attendance at the pre-proposal meeting is *mandatory*. Proposals will only be accepted from those Offerors who are represented at the meeting. Attendance will be evidenced by the representative's signature on the attendance roster.
2. No one will be admitted after the specified time of the pre-proposal meeting (2:00 on July 27, 2011).

C. QUESTIONS, INQUIRIES, OR REQUESTS FOR CLARIFICATION

1. Any explanation desired by any Offeror regarding the meaning or interpretation of this RFP, Scope of Work and/or technical specifications and other solicitation documents must be submitted to Cynthia.perkins@lamar.edu, in Microsoft Word format via electronic mail, no later than the *date and time specified on Page 1* of this RFP.
2. Questions and answers will be posted in the form of an addendum on the University's Website and sent to all prospective Offerors who attend the mandatory pre-proposal conference. Oral responses provided by the University at the pre-proposal meeting shall not be considered official until posted on the website.
3. It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of the University, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions in this RFP.

D. SITE INSPECTION

University facilities are open for scheduled inspection by Offerors. An Offeror's failure to inspect the station sites shall not bar or be an excuse for non-performance arising out of or based on the site conditions.

PART I—SCOPE OF WORK

I.A: SCOPE OF SERVICES

I.A.1 PURPOSE

- a. The purpose of this Request for Proposals (RFP) is to establish one (1) contract with a qualified and experienced firm to provide all labor, supervision, equipment, materials, supplies, tools, transportation and have sufficient financial resources to perform **maintenance, custodial, and grounds services for the University**. The major tasks consist of daily custodial services (including grounds keeping services) and preventive maintenance services (including repairs and construction services).
- b. The Contractor shall perform work in accordance with **the Scope of Services (RFP Section I.A.3) and Exhibits A and B** included herein.

I.A.2 BACKGROUND

Lamar University is a member of the Texas State University System and is located in Beaumont, Texas. Founded on September 17, 1923, Lamar University offers more than 150 programs of study that lead to Bachelor's, Master's and Doctoral degrees. With an enrollment that exceeds 14,000 and continues to grow, Lamar continues to offer a personalized environment and a student/faculty ratio that focuses on individual success.

I.A.3 SCOPE OF SERVICES

- a. The successful firm shall be required to provide a level of expertise and training to restructure and manage Physical Facilities at a level of proficiency guided by such professional organizations as APPA and IFMA. The firm should state their RFP qualifications as a professional Facilities Firm.
- b. The successful firm shall be required to furnish all equipment, machinery, transportation and other implements necessary; to execute this contract, unless, only proposing to contract management of Facility Services, grounds services, and or custodial services whereby a buy in-must be proposed. Contractor will also be responsible for managing all service contracts including uniforms, pest control, elevator maintenance, fire alarm, disposal of material assets, and any other contracts deemed necessary by the University.
- c. Contractor shall be responsible for maintenance supplies and minor equipment to maintain and repair existing facilities and service contracts consistent with the following definitions of basic services and capital services:

Basic services – All preventive maintenance, corrective maintenance, general maintenance, grounds maintenance, repair, custodial and other services. All basic services shall be performed to a standard that ensures a safe, attractive, functional and efficient environment in line with the high standards specified by the University in the Scope of Work. The final price of the work shall be within the operating budget for the current annual period.

Capital Expenditures – Any new construction, replacement, renovation and/or modification of client's buildings, equipment, appliances, electrical and mechanical systems that change the original purpose of, extend the life of, or increase the value of the client's facility. Capital expenditures shall be \$5,000 or greater and have a useful life of at least three years.

The Offeror agrees to supply all materials necessary to perform the following services: HVAC, Auto Mechanics, Carpentry, Plumbing, Locksmith, Painting, Custodial, Grounds and Waste Management of campus, Special Event, Athletic Events and Fields, Disaster Recovery of Lamar University. The proposal should indicate the Offeror's knowledge and level of experience in managing each of these areas.

- d. The University expects the Offeror to secure all windows, doors and check all security alarms to ensure proper engagement prior to leaving the premises.
- e. Offeror shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner. All safety measures should comply with state and federal laws.
- f. Offeror employees shall pass criminal background checks and drug screening before a permanent employment offer on the University campus.

I.A.4 REQUIRED QUALIFICATIONS

- a. The Offeror shall have a minimum of ten (10) years previous experience in Facilities Services.
- b. The Offeror shall be familiar with the area in which the services are to be provided. The Offeror shall submit with their proposal a summary of work completed with higher education institutions, government agencies or private industry, which addresses such factors as control of costs, quality of work and ability to meet schedules.

- c. Offeror must have experience with maintenance and operations programs at institutions or facilities of similar size and type. This experience must include the ability to create, identify, engineer, design, maintain, monitor, and manage a large-scale, comprehensive maintenance and operational efficiency program including measurement of building and operational efficiency.

I.A.5 INFORMATION PROVIDED BY THE UNIVERSITY

- a. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of RFPs, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The University takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement.
- b. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the University's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to the University's designated representative in writing as outlined in this RFP. The University will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

I.B: SPECIAL TERMS AND CONDITIONS

I.B.1 TERM OF CONTRACT

The term of the Contract shall consist of five base years (subject to earlier termination) with the option to extend for two (2) additional one-year periods. The base years will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of the University. The Contract will be extended by the University under the terms and conditions of the original Contract, unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least ninety (90) days prior to the expiration of the term in force.

I.B.2 TYPE OF CONTRACT

This is a firm-fixed unit price requirements Contract.

I.B.3 CONFORMITY WITH SCOPE OF WORK

All deviations from the scope of work (See RFP Section I.A.3 and Exhibits A and B) shall be authorized in writing by the University. It is further agreed that no extra compensation for material or labor shall be allowed for services evidently necessary within the general intent of these specifications for the thorough delivery of services.

I.B.4 LAMAR UNIVERSITY RESPONSIBILITY

The University reserves the right to add or delete services under this Contract by written amendment executed by both parties.

I.B.5 CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall be completely responsible for supervising and directing the work under this Contract and all Subcontractors that it may utilize, using adequate skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor.
- b. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.
- c. The Contractor shall coordinate its work with the University's ongoing operations and other construction activities performed by the University or other Contractors.

I.B.6 LITIGATION AND NOTIFICATION

The Contractor shall notify the University if any of the following occur:

- a. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract.
- b. Proceedings are commenced which could lead to revocation of related permits or licenses.
- c. Permits, licenses or other Government authorizations relating to this Contract are revoked.
- d. Litigation is commenced which would affect this Contract.

- e. The Contractor or any of the Subcontractors become aware that their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.

I.B.7 LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting its proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

I.B.8 HAZARDOUS MATERIALS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance on-site, the Contractor shall stop work in the affected area and report the condition to the University in writing.

I.B.9 SUBSTITUTIONS

- a. The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of the University. The University will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
- b. The Contractor shall not substitute materials, equipment or methods unless the University has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from the University, unless approved otherwise.

I.B.10 WARRANTY OF MATERIALS AND WORKMANSHIP

- a. The Contractor warrants that all workmanship shall be of standard industry practice and quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.

- c. This warranty of workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract.

I.B.11 WORK SITE DAMAGES

Any damage resulting to University Property, existing utilities, or finished surfaces from the performance of this Contract shall be repaired to the satisfaction of the University at the Contractor's expense.

I.B.12 DELAYS

When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect. Upon written receipt of a request and justification for an extension from the Contractor, the University Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the University Contracting Officer's sole discretion. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

I.B.13 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor agrees that to the fullest practical extent it has satisfied itself by its own investigation and research regarding all conditions affecting the work to be performed, the labor and materials needed, and that its decision to execute this Contract is based on such investigation and research in addition to the estimate of the quantities or other information presented herein.

I.B.14 CONTRACTOR LICENSES AND PERMITS

- a. Without additional cost to the University, the Contractor shall be responsible for obtaining, and maintaining, any and all necessary licenses and permits, and complying with all applicable Federal, State, and Local laws in connection with the performance of this work.
- b. The Contractor shall provide copies of all current, valid licenses and permits held by the Contractor.

- c. Contractor performing the preventive maintenance services (**See RFP Section I.A.3 and Exhibits A and B**) shall have a Class “A” Contractor’s license and include a copy of such license in their proposal, and maintain this licensure throughout the duration of the contract.

I.B.15 SUBCONTRACTING

- a. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall identify in the proposal, the names, qualifications and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract shall be subject to approval by the University.
- b. No portion of the work shall be subcontracted without prior written consent of the University, and any Subcontractors must be identified as per the paragraph above.
- c. The Contractor shall submit to the University for approval and attachment to this Contract, a list of Subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of the University. The Contractor shall notify the University within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor information and other information as requested.
- d. Proposed substitutions must have comparable qualifications and experience to those being replaced. The University will notify the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved and the University and the Contractor shall subsequently amend the required Contract documents.

I.B.16 SAFETY RULES AND SECURITY AT ALL UNIVERSITY FACILITIES

- a. The Contractor is responsible for initiating, maintaining and supervising safety precautions and programs in connection with this Contract. This includes Contractor employees and other persons who may be affected thereby, as well as materials and equipment, both in storage and on-site. In an emergency, the Contractor shall act at its discretion to prevent threatened damage, injury or loss. Prior to start of work, the Contractor shall submit a safety and security work plan to the University for review and approval.
- b. In the performance of this Contract, the Contractor shall comply with the University’s safety rules.

I.B.17 UNIFORMS

The Contractor shall provide uniforms and name tags (displaying the employee's name and the Contractor's name) for personnel performing services at all University property and facilities.

I.B.18 PERSONNEL

- a. Security Clearance/Background Checks. The Contractor shall conduct security clearance/background checks for persons to perform work on this Contract and provide the resulting information to the University upon request. The Contractor shall not hire any person who has been convicted of a felony.
- b. Point of Contact (POC). The Contractor shall assign a single point of contact who can be reached by the University twenty-four (24) hours a day, seven (7) days a week. The POC shall be capable of dispatching the qualified resources necessary to respond to a service call when requested by the University. The POC shall schedule, oversee and manage the preventive maintenance and Task Order work performed under this Contract.
- c. Contractor's Employees. The selected Contractor must give right of first refusal to current LAMAR UNIVERSITY employees. The persons assigned to perform work on this Contract must be properly educated, trained and licensed as required. The Contractor must affirm that each employee shall be in compliance at all times. The Contractor's employees must:
 - 1. Possess a valid driver's license.
 - 2. Be able to read, write, speak and understand the English language.
 - 3. Undergo a security clearance to confirm he/she has never been convicted of a felony, or of driving under the influence of alcohol or narcotics.
 - 4. Be in a uniform suitable for the season and task being performed.
 - 5. Wear a name tag.

I.B.19 COMMUNICATIONS

- a. The Contractor shall establish a work control database to track the University facilities work, work status and scheduling.
- b. Contact and communication with the University patrons shall be minimal.
- c. The Contractor shall provide a single point-of-contact for coordination with the University.

I.B.20 EQUIPMENT AND SUPPLIES

- a. The Contractor shall provide the equipment and supplies necessary to perform the services on this Contract.
- b. The Contractor shall purchase/lease equipment for use in the performance of this Contract. Routine maintenance of the equipment must be carried out outside of the hours designated for performance for this Contract.
- c. Vehicles must be numbered or lettered and identified with the Contractor's business name and telephone number.

I.B.21 KEYS AND ACCESS BADGE

The University will issue keys, access badges and alarm codes to the Contractor's personnel as needed. The Contractor shall be responsible for use and return of access badges and keys. If issued items are lost, the Contractor shall be responsible for replacement and rekeying costs.

I.B.22 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees it shall comply with all applicable Federal, State and Local regulations.

I.C: INVOICING AND PAYMENT

I.C.1 GENERAL REQUIREMENTS

- a. For payment due for basic services the Contractor shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Contractor's services rendered.
- b. The Contractor shall provide an invoice which provides detailed billing, **which includes all subcontractor information**, for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- c. The invoice shall be addressed as follows:

Lamar University
Accounts Payable
PO Box 10003
Beaumont, TX 77710

- d. Payments shall be paid to Contractor within thirty (30) days contingent upon the following:
 - i. Application of payment discounts or additional fees if considered to be in the best interest of the University.
 - ii. From date of receipt by the University of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the University.
 - iii. On the condition that the Contractor has accomplished the Services to the satisfaction of the University, any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.

I.D: CONTRACT DELIVERABLES

I.D.1 USE OF DOCUMENTS

The Contractor shall submit monthly Inspection Reports to the Service Contract Coordinator in the Physical Plant and/or designated University Representative no later than ten (10) days after completion of the scheduled field inspection. Inspection reporting may be accomplished through the Contractor's Computerized Maintenance Management System (CMMS), if approved by the Service Contract Coordinator. The University will retain unconditional rights of ownership of all data generated by the system and such data must be submitted to the University at the end of the contract period in a standard file format (.dbf or equivalent) accompanied by table definitions and data dictionaries. Reporting of a proper field inspection report should include:

1. Exact physical location, providing room number, and service performed.
2. Detailed description of work performed
3. Name of technician performing work
4. Date and Time maintenance was performed
5. Recommended future service and/or parts cost
6. Cost Analysis

I.D.2 INSURANCE COVERAGES/PERFORMANCE AND PAYMENT BONDS

- a. Contractor agrees to protect, defend, indemnify, and hold harmless University and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark,

or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify, and hold harmless the University and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor.

- b. Notwithstanding any provision of this Contract which may be to the contrary, neither the University nor the Contractor shall be liable to the other party or any of its affiliates, employees or subcontractors, for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital, in connection with or arising out of this Agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principal. Notwithstanding any other provision of this Section, neither party shall be liable to the other for any claims or losses that are covered by a policy of insurance maintained by the injured party to the extent of the amount recovered by the injured party under such policy. In addition, the Contractor shall not be liable under this Contract for any damages in an amount in excess of the identified general comprehensive liability policy limits.
- c. Contractor's Commercial General Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- d. Contractor's Automobile Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.

- e. Contractor's Workers' Compensation and Employer's Liability Coverage—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. The University, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

- f. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
 - 1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or:
 - a. Combined Single Limit coverage of \$ 1,000,000.
 - 2. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$ 1,000,000.
- g. Increased Limits—If, during the term of the Agreement, the University requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- h. Certificates of Insurance—Contractor shall include as part of the Contract Documents, certificates of insurance on forms acceptable to the University specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to University.
- i. Additional Bonds and Insurance—Prior to delivery of the executed Contract by the University to Contractor, University may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as University may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/RFPs, the premiums shall be paid by Contractor.
- j. University Named as Additional Insured, Cross Liability Provisions, and Waiver of Subrogation—The University shall be named as an additional insured on all

policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the University.

- k. **DISHONESTY BOND**—The Contractor shall furnish a dishonesty bond in the amount of Ten Thousand Dollars and no/100ths (\$10,000.00) for the benefit of the University, providing protection to the University for acts of dishonesty by employees of Contractor, with such sureties as are licensed to conduct business in the state where the Service is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located is revoked, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to the University. Attorneys-in-fact who sign any bonds submitted must file with each bond a certified and effective dated copy of their power of attorney.

The University reserves the right to require a Performance Bond from the Contractor in the event that it appears to the University that Contractor's performance is becoming or may become unsatisfactory under the terms of this Contract.

PART II—PROPOSAL REQUIREMENTS

II.A: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

II.A.1 GENERAL

This section specifies the general requirements for the preparation and submittal of proposals in response to this Request for Proposals. Proposals shall be submitted under the specified guidelines herein.

II.A.2 COPIES

The Offeror shall submit three (3) original copies of the proposal. All expenses associated with this submittal will be borne solely by the Offeror.

II.A.3 HAND DELIVERY OR MAILING OF PROPOSALS

Proposals shall be delivered in sealed envelopes or boxes and must be received no later than 2:00 p.m. on August 10, 2011. Packages must be addressed to:

Lamar University
Purchasing Department
Attention Jack Tenner
Plummer Administration Building
Section C, Room 120
4400 Martin Luther King Pkwy
Beaumont, TX 77710

The Submittal Form (see page 2) must be completed, signed, and incorporated into the Proposal. Envelopes or boxes should be clearly marked “**Proposal for Facilities Services-Lamar University RFP07152011JDT.**” Offerors are fully responsible for timely delivery of Proposals. Any Proposal received after the stated closing time will be returned unopened. If Proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the Proposal to the Purchasing Department before the advertised date and hour for the opening. Proposals, which are delayed, will not be considered and will be returned unopened. Electronic, facsimile or verbal proposals shall **not** be accepted. Proposals shall be kept unopened until after the closing date and time.

II.B: PROPOSAL REQUIREMENTS

II.B.2 GENERAL FORMAT FOR PROPOSALS

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the University, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The University, at its sole discretion, may reject any Proposal which is unclear in any way.

Proposals must be organized in the following manner:

- Title Page
- Proposal Submittal Form
- Cover Letter
- Table of Contents
- TAB 1: Firm Qualifications
- TAB 2: Qualifications and Experience of Team Members
- TAB 3: Approach to the Scope of Services
- TAB 4: Cost Proposal/Fee Schedule
- TAB 5: Required Forms

II.B.3 CONTENTS OF PROPOSALS

The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the preparation of the Facilities Services with the University or to which the Offeror intends to assign material responsibilities under any such agreement.

Title Page

The Title Page should contain the name and identification number of this Proposal, and identify the name, title, company, mailing address, phone number (voice and facsimile) of all persons authorized to commit the Offeror to contractual arrangements with the University. This person will be considered by the University as the Offeror's contact point for all communication regarding this procurement.

Proposal Submittal Form

The submittal form is included as Page 3. It must be completed, signed and incorporated into the submitted Proposal. Failure to do so may result in disqualification.

Cover Letter

The cover letter shall constitute a firm Offeror to the University and be utilized to introduce the Offerors. Cover letters should contain the following information:

- a. Designation of the business entity that will contract with the University;
- b. A brief identification of the roles of all Offeror team members;
- c. Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers, and e-mail address;
- d. A clear statement indicating that the attached Proposal constitutes a firm and binding Bid by the Offeror to the University; and
- e. A clear statement indicating that all information in support of the Proposal is accurate, truthful, and factual.

Table of Contents

Proposals should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the Proposal. The table of contents should also list all tables, exhibits, figures, etc. contained in the Proposal.

TAB 1: Firm Qualifications

- a. Detailed information that clearly explains and demonstrates the Offerors ability to provide the services in a safe, efficient, timely and professional manner.
- b. The Offeror should state in their RFP qualifications as a professional Facilities firm, current facilities maintenance contracts being performed by the Offeror, and the length of time that this business has been performing this service.
- c. Offerors shall provide a list of three (3) references of clients whom are being provided the same or similar type services. **(See RFP Section V – Exhibits for References form)**. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The University reserves the right to contact clients for reference checks.
- d. Offeror shall also provide summaries of project experience of similar size and type **for the last five (5) years**. The Experience Summary should contain data on Offeror's ability to project, achieve, and document facility condition improvement

TAB 2: Qualifications and Experience of Team Members

Resume and qualifications of the potential key team members who will be managing the transition and services contract.

TAB 3: Approach to the Scope of Services

- a. A description of how the services will be provided or what tasks will be done in response to the Scope of Services (**See RFP Section I.A.3 and Exhibits A and B**). The Scope of Services shows what the Offeror is supposed to do; the description of services should show how the Offeror intends to perform the services (for example, the proposed approach to conducting the work and any special services the Offeror plans to perform).
- b. The Offeror's proposal should address a plan as to how the Offeror will implement services to be performed. The plan should indicate that the Offeror is sufficient in size and resources (i.e.) equipment and personnel to fulfill its obligation in giving the highest level of service to the University. The plan should include the number of personnel to be used to execute the Physical Plant operations and the expected scheduled hours of operations. Plan should also include an after hour plan to handle after hour emergencies.
- c. Describe, in specific terms: (1) how the Service Provider will identify and correct operations and maintenance problems over the course of the contract; and (2) how the Service Provider will respond to equipment failures or other emergencies. This description will be strengthened by specific, verifiable examples of how the Offeror has responded to problems and emergencies at similar projects the Service Provider currently manages; (3) the Offeror's capabilities to integrate with existing building management systems and, if applicable, other systems currently utilized by the University. (4) The Offeror will identify local engineering technical support within 75 miles of the campus.
- d. Offeror must also offer a continued training program ensuring employees stay informed of its trades and craft being performed on a daily basis.
- e. Offeror's RFP should propose a plan as to how it will implement services to be performed. The services are the following: electrical, HVAC, carpentry, custodial, locksmith, auto mechanic shop, plumbing, painting and grounds of currently one hundred and one (101) buildings having approximately two and one half million (2.5 M) square feet and approximately two hundred and eighty (280) campus acres. The plan should include the number of personnel to be used to execute the Physical Plant operations, the time each day when personnel will report to perform services.
- f. The Offeror's plan should indicate that their company or firm has sufficient personnel, resources and equipment in order to execute the level of service requirements as described in **RFP Section I.A.3 and Exhibits A and B**.

- g. Describe the non-proprietary CMMS (Computerized Maintenance Management System) Management software you will provide including any hardware requirements. The University will retain unconditional rights of ownership of all data generated by the system and such data must be submitted to the University at the end of the contract period in a standard file format (.dbf or equivalent) accompanied by table definitions and data dictionaries. Describe provisions for licensing and continued use of the software by the University at the end of the contract period.

TAB 4: Cost Proposal/Fee Schedule

Provide a detailed cost proposal and fee schedule itemized by task. The Cost Proposal total shall exclude all applicable taxes including applicable state tax or applicable local tax. The University will not pay for any taxes due on the contract and will not pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the proposal total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be excluded on such billing or request for payment and shall separately identify each tax being billed.

TAB 5: Required Forms

The following forms must be completed and submitted in this section of the Offeror's proposal.

- ✓ Company Information Questionnaire
- ✓ Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and voluntary Exclusion
- ✓ Certification of Insurance Coverage
- ✓ Non-collusion Affidavit
- ✓ Exceptions to the Scope of Work
- ✓ References
- ✓ Subcontractors
- ✓ Child Support Affidavit
- ✓ Executive of Offer
- ✓ The State of Texas HUB Subcontracting Plan (HSP)

PART III—EVALUATION CRITERIA, CONTRACT AWARD, AND CONTRACT EXECUTION

III.A: CRITERIA FOR AWARD

The University will receive RFPs from firms having specific experience, resources and qualification in the proposed scope of work.

RFPs for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the University to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all replies and detailed RFPs, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

25 points	Completeness, originality and creativity of the proposed approach to the Scope of Services.
25 points	Similar experience and qualifications of personnel within the firm to perform the Services.
30 points	Firm qualifications and past record of performance on contracts with government agencies, higher-education institutions or private industry with respect to such factors as control of costs, maintenance expertise, quality of work and ability to meet schedules. Provide a summary of services completed by your firm which address the above factors referenced in this RFP.
20 points	Financial Proposal
100 points	

III.B: CONTRACT AWARD

III.B.1 AWARD SELECTION

- a. The University anticipates awarding one (1) Contract.
- b. Offerors will be rank ordered. Selection shall be made of one (1) Offeror deemed to be the best for the project on the basis of the evaluation factors.
- c. A selection panel will review the proposals using written score sheets. The panel may require a personal interview with up to three (3) of the highest ranked Offerors.
- d. The interview will provide an opportunity for the Offeror to clarify their proposal in response to questions from the Selection Committee. This is a fact-finding and explanation session only and does not include negotiation.
- e. As the interviews are *optional* for the University, Offerors should treat their proposals as a final product.
- f. Negotiations shall commence with the selected Offeror in order to achieve a binding price and agreement on contract terms. If negotiations with the top-ranked Offeror are not successful, discussions will commence with the next highest ranked Offeror, and negotiations will continue in this manner until an agreement is reached.
- g. The award document will be a Contract incorporating by reference the Request for Proposals, Terms and Conditions, Contract Provisions, Scope of Work and/or Technical Specifications, and the Contractor's proposal as negotiated.
- h. Until the final award by Lamar University, said University reserves the right to reject any and/or all RFPs, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said University will be realized hereby.

III.B.2 NOTICE OF AWARD

The successful Offeror will be notified in writing of the University's Notice of Intent to Award.

PART IV—GENERAL INFORMATION, INSTRUCTIONS, AND CONDITIONS FOR OFFERORS

IV.A: GENERAL INFORMATION ABOUT THE RFP

IV.A.1 PROPOSAL PREPARATION COSTS

This RFP does not commit the University to an award, nor to pay any costs associated with the preparation and/or submission of any proposal. The University shall not reimburse any costs incurred by Offerors in responding to this RFP or in competing for Contract award.

IV.A.2 MODIFICATION OF PROPOSAL CLOSING DATE

The University reserves the right to modify the proposal closing date and/or time. If Offerors have already submitted their proposals to the University when the proposal closing date and/or time are modified, the University will afford those Offerors the opportunity to revise or withdraw their proposals.

IV.A.3 ADDENDA

The University may issue addenda to the RFP. Addenda, if any, will be issued at least five (5) calendar days prior to the proposal closing date. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the proposal closing date to a date that will provide Offerors adequate time to respond to the addendum.

IV.A.4 CANCELLATION/WITHDRAWAL OF RFP

The University reserves the right to cancel or withdraw in whole or in part this RFP at its sole discretion. Offerors will be notified in the event the RFP is cancelled via the University website.

IV.A.5 WAIVER OF INFORMALITIES

The University reserves the right to waive informalities and minor irregularities in proposals.

IV.A.6 DISPOSITION OF PROPOSALS

Offerors' proposals will not be returned. The University will retain the original proposal for the contract file and destroy the remaining copies.

IV.B: GENERAL INSTRUCTIONS FOR OFFERORS

IV.B.1 AVAILABILITY OF SOLICITATION DOCUMENTS

The electronic versions of our solicitation documents are intended to provide convenience to you. Be advised that it is the responsibility of the prospective Offerors to monitor the University website for any addenda, notices or postings. Failure to submit signed addenda may be grounds to declare your offer nonresponsive. The RFP can be downloaded from the website, <http://www.lamar.edu/procurement>, and submitted the same as if a hard copy of the solicitation had been requested from the University.

IV.B.2 WRITTEN COMMUNICATIONS

- a. The University will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in this RFP, the specifications, or related documents or addenda thereto.
- b. Oral explanations or instructions given before the award of the Contract will not be binding.

IV.B.3 CLARIFICATION OF TERMS

If an Offeror has questions about the specifications or other solicitation documents, the Offeror should contact the University Contract Administration Manager whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the University.

IV.B.4 WITHDRAWAL OF PROPOSAL PRIOR TO CLOSING DATE

The Offeror may request withdrawal of its proposal under the following circumstances:

- a. Proposals may be withdrawn by written notice from the Offeror to the University's Contract Administration Manager, prior to the RFP closing date and time. The withdrawal shall be made by the person signing the proposal or by an individual(s) who is authorized by the Offeror. The Offeror must provide written evidence of the individual's authority to withdraw the proposal if the individual withdrawing the proposal is other than the person signing the proposal. Proposals may be withdrawn no later than two (2) business days prior to the closing date.

- b. Requests for withdrawal of proposals after opening of such proposal but prior to award shall be transmitted to the University's Contract Administration Manager, in writing, accompanied by full documentations supporting the request. If the request is based on a claim of error, documentation must show the basis of the error.
- c. Proposals may be withdrawn for good cause after the closing date and prior to award. No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

IV.B.5 LATE PROPOSALS

Proposals received after the proposal closing date and time shall not be considered. Late proposals will be returned to the Offeror UNOPENED, if the solicitation number, closing date and Offeror's return address is shown on the package.

IV.B.6 WITHDRAWAL OF PROPOSALS AFTER PROPOSAL OPENING

- a. An Offeror may withdraw his proposal from consideration if the cost proposal was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.
- b. The Offeror shall give notice in writing of his claim of right to withdraw his proposal along with his original work papers, documents, and materials used in the preparation of the proposal to the University Contract Administration Manager, within two (2) days of the conclusion of the proposal opening procedure.
- c. If the University denies the withdrawal of a proposal within ten (10) calendar days after receiving notice from the Offeror under the provisions of this section, the University shall notify the Offeror in writing stating the reasons for its decision and award the Contract to such Offeror at the proposed price, provided such Offeror is a responsible and responsive Offeror.

IV.B.7 TRADE SECRETS OR PROPRIETARY INFORMATION

Proposals are subject to provisions of State law relating to inspection of public records.

Proposals will be kept confidential until a list of recommended Offerors is approved by the University. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The University will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential.” Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the nonconfidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror’s submittal and make a written determination specifying which portions of the Proposal should be disclosed in accordance with applicable Texas law. Unless the Offeror takes action to prevent the disclosure, the Proposal may be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

IV.C: GENERAL CONDITIONS FOR OFFERORS

IV.C.1 PROPOSAL ACCEPTANCE PERIOD

- a. All Proposals must remain valid for a minimum period of ninety (90) days after the proposed Proposal Due Date. No Proposal may be modified or withdrawn by the Offeror during this period unless prior written permission is granted by the University.
- b. The University reserves the right to request additional information from the Offeror at any time during the selection process. The University also reserves the right to extend by thirty (30) days the Proposal of any Offeror, at no additional cost to the University, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the University after ninety (90) days, Offerors may, at their discretion, withdraw their Proposals or provide the University with written extensions of time.

IV.C.2 REJECTION OF PROPOSALS

- a. The University expressly reserves the right to reject any or all proposals or any part of a proposal, and to resolicit the services in question, if such action is deemed to be in the best interest of the University.
- b. Proposals which fail to meet the solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at the University’s discretion.

- c. The receipt of more than one proposal from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's proposal being considered.
- d. Reasonable proof for believing that any Offeror has an interest in more than one proposal for the work contemplated will cause the rejection of all proposals made by him directly or indirectly.
- e. Any or all proposals shall be rejected if there is reason for believing that collusion exists among the Offerors.

IV.C.3 OBLIGATION OF CONTRACTOR

By submitting a proposal, the Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

IV.C.4 ADDITIONAL INFORMATION

The University reserves the right to ask any Contractor to clarify its offer.

IV.C.5 QUALIFICATION OF OFFERORS

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) required in the performance of this Contract. The Offeror shall furnish to the University all such information and data for this purpose as may be requested. the University further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the University that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or goods contemplated therein.

IV.C.6 DELAYS IN AWARD

Delays in award of a Contract, beyond the anticipated starting date, may result in a change in the Contract period indicated in the solicitation. If this situation occurs, the University reserves the right to award a Contract covering the period equal to or less than the initial term indicated in the solicitation.

IV.C.7 AWARD FOR ALL OR PART

Unless otherwise specified, the University may, if it is in the best interest of the University to do so, award all or part of the proposal to any Contractor whose proposal is the most responsible and responsive and whose proposal best meets the requirements and criteria set forth in the solicitation.

IV.C.8 PROTEST OF AWARD

Any protest by an Offeror must be timely and in conformance with applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the University's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the University. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Lamar University
Attention Jack Tenner
Purchasing Department
PO Box 10003
Beaumont, TX 77710

PART V—EXHIBITS

EXHIBIT A: SPECIFICATIONS FOR FACILITIES MANAGEMENT

Maintenance personnel are for the continued up keep, periodic inspections, and preventative maintenance measures and repairs that directly contribute to the safe operations of facilities. Therefore, all Offerors are required to create a scheduled preventative maintenance and reactive maintenance strategy plan for all facilities owned by the University. **Lamar University is requiring all Offerors to be able to manage and provide training in the following skilled and unskilled areas:**

1. **HVAC** – Should be able to provide certified quality service in maintaining HVAC controls of pneumatic and electric air conditioning and gas heat systems of the university, as well as installation, maintenance, and repair of portable and window units, refrigerators, chillers, boilers, and building temperature controls. Inspect and service mechanical systems and cooling towers on a scheduled basis and make recommendations to solve or eliminate future problems reference dampers, coils air handlers, and all types of valves to extend the life of a system.
2. **Electrical** – Should be able to provide certified electricians and ongoing training to inspect and repair all electrical services, dealing with the main distribution of power, panels, street lighting, receptacles, interior lighting and substation. This also includes service contracts for fire protection systems, elevators support contracts, emergency electrical power of generators and power outages.
3. **Auto Mechanics** – Should be able to provide certified quality mechanic service and ongoing training. Firm should also, be able to operate the motor pool and fleet management which check out and check in returned vehicles used. Unit will be the responsible for keeping records on fuel consumption and regular scheduled maintenance on all motor pool vehicle registration, insurance and any other aspects of the motor pool.
4. **Carpentry construction** – Should be able to provide quality carpentry service and small renovations, prep and painting, drywall, flooring, doors, windows, and all other general construction and installation of building materials needing to be done for the university both interior and exterior.
5. **Plumbing** – Should be able to provide master plumbing certifications and experience in plumbing and ongoing training and technology. Will be responsible for the domestic hot and cold water, supply sewer systems, natural gas and all associated fixtures. Plumbing shall perform general repairs such as leaking faucets, clogged toilets, vacuum lines, sink and floor drains, boilers for domestic water and trouble shoot water piping leaks.
6. **Locksmith Key Control** – Should maintain key control in assigning keys to various departments. Re-key locks cylinders, make new keys and keep good records of all keys issued or reissued and create and coordinate with campus departments and Public Safety to secure all facilities.

7. **Grounds and Waste Management** – Should be able to provide quality grounds maintenance and ongoing training to keep grounds at a level of beautification pleasing to the university. Grounds regular services consist of mowing, bush hogging, landscaping, tree care and pruning, garbage and solid waste collection, litter pickup, spraying pesticides and herbicides, fertilizing and planting of flowers and shrubs, on all university grounds which include: field maintenance of athletic fields, housing areas, minor road repair of potholes and some occasional ice and snow removal depending on weather. Also, during rainy days services is to extend manpower to property management and other departments to aid in moving or relocating department's furniture, removing items from hallways, door entrances, and on dock areas.
8. **Custodial Services** – Should be able to maintain a level of cleanliness and ongoing training guided by standard guidelines of a national professional organization such as APPA or IFMA. Custodial service will be responsible for regular scheduled services, periodic services, as well as services on an as needed or call basis. Should provide basic cleaning to include: vacuuming, sweeping floors, mopping, buffing floors, cleaning walk mats, remove trash, perform low dusting, cleaning interior windows, window sills and ledges and water fountains; stock, clean, and disinfect restrooms, dorm rooms, and locker rooms with MRSA certified chemicals. Also custodians are responsible for picking up trash within a 10' radius around his or her building.
9. Periodic cleaning will include; High dusting, cleaning exterior windows, shampooing carpet, and stripping and waxing floors.
10. Services provided on an as needed or on call basis will include shampooing carpet, water spills fire extinguisher discharges, top scrubbing and buffing floors and spot washing walls, changing of ceiling tile and lights in reaching distance of 6 to 12 feet.
11. **Special Projects** – Provider should be able to handle special projects when funding is provided for materials or overtime is needed to coordinate with other departments to perform minor renovations "in house". Physical Facilities shall coordinate with outside contracted service providers or sub contractors for design and construction projects funded by the University when "in house" forces or manpower is not sufficient to get work done.
12. **Special Events** – Provider will provide custodial services for all athletic games and or special events approved to be held outside the normal hours of cleaning.
13. **Disaster Recovery** – Provider will provide disaster recovery services which include emergency preparation prior to disaster and emergency response immediately after disaster.

14. **EXHIBIT B: DEFINITION OF MAINTENANCE ACTIVITIES**

The philosophy of the building maintenance program is as follows. These definitions are not all inclusive but simply state general terminology relating to each category of work.

1. **Preventive Maintenance:** Regularly scheduled maintenance on all mechanical systems within or on University property, which are used for day to day operations. This type of maintenance includes inspecting equipment functional operations, and minor maintenance such as replacing or tightening belts, lubricating bearings, replacing filters, which assure a long term operating condition.
2. **Corrective Maintenance:** The repairs to University real property that has deteriorated, broken, or worn out and cannot be used for its intended purpose. This includes minor maintenance on components of air conditioning systems, heating systems, and any structurally related items. The key is minor repairs; major repairs to such systems as failed chillers, boilers, and roofs normally do not fall within the day to day responsibility and require board approval and appropriation of funds to support the repairs. It is essential that small maintenance problems be responded to quickly as they will become worse if left unattended.
3. **Facility Improvement/Modernization:** The major alteration of an existing system which changes its present configuration; install or construct an addition to a facility or mechanical system; to completely revamp or replace major components of a facility. These are all high cost items that should be planned for and funded in each fiscal year's budget. However, action sometimes must be taken to eliminate a safety or health hazard and the only funds available are the maintenance funds. Extreme caution must be used when utilizing these funds so as not to jeopardize funds needed for the day-to-day operations. No more than 5% productive hours should ever be obligated for this type of work requirement.
4. **Facility Safety Maintenance Programs:** To inspect or have inspected the fire sprinkler, security and alarm systems by certified inspectors to ensure they are functionally operational. The inspection and annual certification of fire extinguishers also falls within this category. All efforts to repair these systems should be attempted by the maintenance department. Any system that is antiquated or has been abandoned in past years should be considered for replacement and funds appropriated through board actions. Approximately 5 % of productive hours should be used for this type of work requirement.
5. **Capital Improvement:** These funds have been appropriated to the university or through bond issues. Priorities should be established for each University year for those large projects beyond normal University maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds require board action.
6. **Productive hours:** Are the hours used to maintain the buildings exclusive of sick, vacation, holiday or other negotiated time off.

PART VI—REQUIRED FORMS

The attached forms must be completed and submitted with your proposals. Microsoft Word format is available on website along with RFP; <http://www.lamar.edu/procurement>

COMPANY INFORMATION QUESTIONNAIRE

1. BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Organized under the laws of the State of : _____

Federal Identification No.: _____

Principal place of business located at: _____

The Bidder/Offeror ☐ is or ☐ is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain below.

2. OTHER INFORMATION

A. General nature of the services performed and/or goods provided by your firm:

B. Indicate the length of time you have been in business providing this type of service and/or product?

Years

Months

C. Has your firm ever failed to complete any work awarded to you? If yes, explain.
(Attach additional sheets of paper if necessary.)

D. Has your firm ever defaulted on a contract? If yes, explain. (Attach additional sheets of paper if necessary.)

E. Indicate by checking the appropriate block, if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

- (1) is ☐ or is not ☐ currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- (2) has ☐ or has not ☐ been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- (3) has ☐ or has not ☐ a proposed debarment pending; or
- (4) has ☐ or has not ☐ been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Bidder/Offeror responsibility. For any condition noted, indicate: 1) to whom it applies, 2) initiating agency, and 3) date of action. (Attach additional sheets of paper if necessary.) Providing false information may result in federal criminal prosecution or administrative sanctions.

3. FIRM'S CONTACT INFORMATION FOR THIS PROJECT

Program Manager: _____

Telephone: _____ Fax Number _____

Email: _____

Contract Administrator:

Telephone: _____ Fax Number _____

Email: _____

I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I certify that this bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation. In addition, I have not been a party to any agreement to propose a fixed amount or to refrain from bidding and have not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Lamar University or of any Bidder/Offeror or anyone else interested in the proposed contract.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bids/Request for Proposals and certify that I am authorized to sign for the Bidder/Offeror.

Signature: _____ Date: _____

Name (Printed): _____ Title: _____

(This form must be executed by the Offeror)

B. CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(The Contractor) or _____

(Subcontractor) _____

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a federal department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/offer).

(Prime Contractor) or

(Subcontractor) _____

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are applicable thereto.

Signature of Authorized Official

Name (Printed)

Title of Authorized Official

Date

(This Affidavit must be executed by the Offeror)

C. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of _____ that:
(Name of Firm/Contractor Official)

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ ,

E. CERTIFICATION OF INSURANCE COVERAGE

1. Commercial General Liability		
a. Occurrence	General Aggregate	\$1,000,000
b. Owners & Contractor's Products Comp./Oper.		
Protective	Aggregate	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
c. Products/Comp. Operator		
	Fire Damage(Any One Fire)	\$50,000
	Medical Expense (Any One Person)	\$5,000
2. Automobile Liability		
a. Any Auto	Combined Single Limit	\$1,000,000
b. All Owned Autos	Bodily Injury (Per Person)	\$1,000,000
c. Scheduled Autos	Bodily Injury (Per Accident)	\$1,000,000
d. Hired Autos	Property Damage	\$1,000,000
e. Non-Owned Autos		
f. Garage Liability		
3. Excess Liability		
	Each Occurrence	\$1,000,000
	Each Aggregate	\$1,000,000
4. Workmen's Compensation		Statutory Limits
5. Employer's Liability		
	Each Accident	Statutory Limits
	Disease (Policy Limit)	Statutory Limits
	Disease (Each Employee)	Statutory Limits

I, hereby certify on behalf of _____ that:
(Name of Firm/Contractor Official)

In accordance with the Contract terms, if awarded the Contract, the organization and any Subcontractors will have the required insurance coverages prior to the Contract award. I further certify that the organization and any Subcontractors shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Texas.

Executed this ____ day of _____,

By: _____ Title: _____

Signature: _____

(This Affidavit must be executed by the Offeror)

F. NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

_____ being first duly sworn, disposes and say that he/she is _____:
(Name) (Title)

of _____
(Name of Firm)

The Offeror/Bidder submitting this proposal/bid certifies that such proposal/bid was not made in the interest of or in behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal/bid is genuine and not collusive or sham, and that said Offeror/Bidder has not been a party to any agreement to propose a fixed amount or to refrain from proposing and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Lamar University or of any Offeror/Bidder or anyone else interested in the proposed Contract.

By: _____ Title: _____

Signature: _____

Subscribed and sworn to before me this _____ day of _____,

Signed _____

My commission Expires: _____

EXCEPTIONS TO SCOPE OF WORK

The Offeror shall state whether it accepts the Scope of Work or if exceptions are taken.

_____ accepts the Scope of Work as presented in this
Company Name solicitation and takes no exceptions.

Or

_____ takes exceptions to the Scope of Work. Exceptions are
Company Name specifically identified on the attached pages.

REFERENCES (PAST AND PRESENT EXPERIENCE)

The Offeror shall identify three (3) clients for whom comparable work has been done or is currently being done.

Note: Make additional copies of this form and include with the proposal.

List contracts that are most relevant in demonstrating ability to meet the requirements specified herein:

1. Firm: _____

2. Address: _____

Point of Contact: _____

Title: _____

Telephone No: ____ () — _____

Fax No: ____ () — _____

Email: _____

3. Contract No.: _____ Original Contract Value: \$ _____

Contract Value at Completion: \$ _____

Contract Commencement Date: _____ Contract Completion Date: _____

4. Description of the Work: _____

TERMINATED CONTRACTS

REFERENCES (PAST AND PRESENT EXPERIENCE)

List below any contracts within the past four (4) years, if any, on which **failure to complete the work** within the specified time frame resulted either in the assessment of liquidated damages, damages or contract termination.

Note: Make additional copies of this form and include with the proposal.

List contracts that are most relevant in demonstrating ability to meet the requirements specified

1. Firm: _____

2. Address: _____

Point of Contact: _____

Title: _____

Telephone No: ____ (____) ____ — _____

Fax No: ____ (____) ____ — _____

Email: _____

3. Contract No.: _____ Original Contract Value: \$ _____

Contract Value at Completion: \$ _____

Contract Commencement Date: _____ Contract Completion Date: _____

4. Description of the Work: _____

SUBCONTRACTORS

Offerors shall identify any Subcontractors and the type of work anticipated to be performed during the term of the Contract.

Note: If necessary, make additional copies of this form and include with the proposal.

Firm Name #1: _____

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of the Work Anticipated to be Performed: _____

Location of Work to be Performed:

Estimated Dollar Amount of the Work to be Performed:

Firm Name #2: _____

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of Work Anticipated to be Performed: _____

Location of the Work to be Performed: _____

Estimated Dollar Amount of the Work to be Performed: _____

CHILD SUPPORT AFFIDAVIT

“Under Texas Family Code, Section 14.52, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, a majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is not eligible to bid on or receive a state contract.” To comply with section 14.52, the affidavit attached to the RFP must be signed by the person who is authorized to sign and submit a bid, and thereby bind this bidder, and it must be returned with the bid packet.

A FAILURE TO SIGN AND RETURN THIS AFFIDAVIT WITH THE BID WILL RESULT IN THE DISQUALIFICATION OF THE BID.

I, _____ am authorized to sign this bid on behalf of
(Name and Title)

_____,
(Name of Bidder)

A _____
(type of business: sole proprietorship, partnership, corporation, or other)

I certify that no _____
(sole proprietor for sole proprietorship, or partner for partnership, or
majority shareholder for a corporation, or 10% or more owner for other entity)

is 30 days or more delinquent in child support payments required by court order or written repayment agreement.

Date: _____ Signature: _____

Sworn and subscribed to and before me, the undersigned notary, on:

_____, 2011 _____
Notary Signature

EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she had not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporations, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Federal Employer Identification Number (FEIN): _____.

Proposer/Company: _____.

Signature (ink): _____ Date: _____.

Name (typed/printed): _____

Title: _____

Address:

Street or PO Box	City	State	Zip Code
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Telephone Number: _____ Fax Number: _____

E-Mail Address: _____