



TEXAS SOUTHERN UNIVERSITY

Procurement Services - Purchasing

Request for Proposals

for

Campus Building Painting Services

RFP # 717-22-744

Proposals response must be in the Purchasing Office no later than

11:00 a.m. Central time, on Tuesday, June 28, 2022

(Proposals received after the date and time specified will not be accepted)

Proposals must be received prior to the deadline at this address, and clearly marked:

TSU Purchasing Office
3100 Cleburne Street
Hannah Hall, suite 333
Houston, TX 77004
RFP # 717-22-744
RFP Title Campus Building Painting Services
Attn: Sceffers Ward

SECTION I

GENERAL

1.1 STATEMENT OF PURPOSE:

The Texas Southern University (TSU) campus located at 3100 Cleburne Street, Houston, Texas 77004 seeks responses from qualified firms to provide painting services in accordance with the scope of services below. Qualified respondents are invited to submit a written response outlining their qualifications, experience, and pricing for the services as described in the Scope of Services, and in accordance with the terms, conditions, and requirements set forth in the Request for Proposal (RFP). The successful proposer(s) will provide the scope of services in accordance with all applicable laws, regulations, and professional standards.

1.2 BACKGROUND:

Texas Southern University possesses an impressive array of more than 100 undergraduate and graduate programs and concentrations, a diverse faculty, 80-plus student organizations, and an extensive alumni network comprised of educators, entrepreneurs, public servants, lawyers, pilots, artists, and more, many of whom are change agents on the local, national and international stage. Nestled upon a sprawling 150-acre campus, Texas Southern University is one of the nation's largest historically black universities.

Our academic curriculum is organized into ten colleges and schools that continue to serve as cornerstones for developing the greatest potential in leaders from various socio-economic, cultural, and ethnic backgrounds. Some of TSU's well-known graduates include the late U.S. Congresswoman Barbara Jordan and U.S. Congressman George "Mickey" Leland.

Texas Southern University is heralded as a pioneer and has distinguished itself by producing a significant number of African American students who have obtained post-secondary and advanced degrees. The university's enrollment has grown from 2,303 students to more than 7,500 undergraduate and graduate students from across the world. Although initially established to educate African Americans, Texas Southern University has become one of the most diverse institutions in Texas.

Facts:

President: Dr. Lesia L. Crumpton-Young

Founded: 1927

Location: Houston, Texas

Enrollment: 7,500+

Colleges & Schools: 10

Mascot: Tigers

Colors: Maroon and Gray

Mission:

Texas Southern University is a student-centered comprehensive doctoral university committed to ensuring equality, offering innovative programs that are responsive to its

urban setting, and transforming diverse students into lifelong learners, engaged citizens, and creative leaders in their local, national, and global communities.

Vision:

Texas Southern University will become one of the nation's preeminent comprehensive metropolitan universities. We will be recognized for the excellence of our programs, the quality of our instruction, our innovative research and creative activities, and our commitment to be a contributing partner to our community, state, nation, and world.

Values

We are all part of the same team, working together to promote the mission, vision, and goals of this University.

- Excellence
- Student-Centered
- Engaged
- Creative
- Collaborative
- Inclusive
- Efficient

Texas Southern University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, master's, and doctorate degrees.

1.2 PROCESS:

This RFP provides the information necessary to prepare and submit proposals including the statement of work and criteria. The University will rank the Proposals in the order that they provide the "best value" for the University based on the published selection criteria and on the ranking evaluations. Thereafter, the evaluation committee will provide its total scores and final rankings to the University in which a final award will be decided upon.

1.4 CONTRACT TERM: The services requested shall be provided on an as-needed basis for a period of up to 4 months. The contract may be extended in writing prior to the expiration date of the initial term.

1.5 ISSUING OFFICE:

Texas Southern University
Procurement Services - Purchasing
Hannah Hall, suite 333
3100 Cleburne Street
Houston, TX 77004

Attn: Mr. Sceffers Ward

- 1.6 **DEFINITIONS:** The following is a list of generic definitions to be used only if the terms appear in the RFP:
- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed.
 - (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses.
 - (c) Best and Final Offer (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposals.
 - (d) Contract – The contract awarded because of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposals, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.
 - (e) Contractor – Respondent whose Proposals result in a contract with TSU.
 - (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available online at <http://esbd.cpa.state.tx.us/>
 - (g) Gov’t Code – Texas Government Code.
 - (h) Proposal(s) – The response submitted by a vendor to TSU because of this solicitation.
 - (I) Respondent – Any person or vendor who submits a Proposal in response to this solicitation.
 - (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
 - (k) TAC – Texas Administrative Code, which is the publication for administrative rules.
 - (l) Bid – A generic term referring to formal solicitations; not necessarily an ITB.
 - (m) Bidder – vendor responding to a formal solicitation.

1.7 **CONFLICTS OF INTEREST:**

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a contract with TSU. The Respondent also represents and warrants that entering a contract with TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TSU. The requirement to disclose any actual or potential conflict of interest shall continue during the term of the contract and shall survive until the end of the recordkeeping requirement in 1.8. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (*see e.g.*, Texas Government Code Chapters 572 and 573). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee’s cumulative weekly hours worked at all state facilities through any of the staffing companies do not exceed 40 hours per week.

1.8 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records, and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal government entity that has authority to review records due to federal funds being spent under the Contract.

1.9 INSURANCE AND OTHER SECURITY

Respondent represents and warrants that it will, within five (5) business days of executing this RFP, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

- (i) Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; and

- (ii) Commercial General Liability Insurance, personal injury, and advertising injury with, at a minimum, the following limits: \$500,000 minimum for each occurrence; \$1,000,000 per general aggregate.

Respondent represents and warrants that all the above coverage is with companies licensed in the state of Texas, with “A” rating from Best, and authorized to provide the corresponding coverage. Respondent also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Respondent represents and warrants that it shall maintain the above insurance coverage during the term of this contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

End of Section I

SECTION II

STATEMENT OF WORK

2.1 SCOPE

The purpose of this RFP is to solicit a qualified painting company or companies to contract with the Owner and also work closely with the Texas Southern University to provide customary painting services for various buildings across the University Campus utilizing the appropriate methods to prepare, prime, and paint various surfaces, such as wood, metal (aluminum, iron, stainless, etc.), limestone, sandstone, and other exterior surfaces which are common in the Houston geographical area.

2.2 PROJECT OVERVIEW

Texas Southern University (TSU) seeks qualified firms to provide painting services in accordance with the scope of services. The location for each building covered under the resulting contract is listed below. TSU may add and remove buildings as needed.

1. Allie Mitchell 6,873 Gross Area (ga),
2. E.O. Bell 55,878 ga,
3. Tierwesters Building 1-5 List (5 buildings)
 - a.) 1-32,240 ga,
 - b.) 2-80,000 ga,
 - c.) 3-32,240 ga,
 - d.) 4-80,000 ga,
 - e.) 5-11,977 ga. (all benches, transformer covers, and AC cages)
4. University Courtyard (2 buildings)
 - a.) 1-46,617 ga and
 - b.) 2-48,160 ga. (all benches, transformer covers)
5. H&PE 148,776 ga.,
6. Law School 96,671 ga,
7. New Science Building 165,103 ga – (Yellow Framed Steel, Sterling Student Center (all benches on walkway and courtyard area, light poles on student center patio, trash cans),
8. MLK- 65,380 ga,
9. Post Office Airway Science 7,469 ga,
10. Central Plant- 26,264 ga, (Doors and Trim),
11. Lane Building- 25,937 ga (Doors Trim Air Handler Vents).

2.3 GENERAL PROJECT REQUIREMENTS

The Contractor shall:

- a.) Provide painting services for the listed buildings – **TOTAL BUILDING NUMBER 16**
- b.) Provide painting services for the listed sidewalks, pathways, curbs, and parking lots adjacent to the above-listed buildings (quote for each):
- c.) Follow TSU painting standards
- d.) Utilize either Benjamin Moore (preferred) or Sherman Williams for primer and paint (no exception will be made)
- e.) Prepare the area to be painted; clean, scrape, sand, caulk, and use MP1, to seal exposed areas when applicable
- f.) Make any small repairs to damaged surfaces (spalling, fracturing) if applicable. Consult with TSU Representative to determine whether the damaged surfaces are a small repair or outside the scope of work in this contract
- g.) Prime the surface to be painted and apply two coats of paint.
- h.) Cover area which will not receive primer or paint when applicable
- i.) Brush or roll is the preferred method of applying primer or paint. The spray may be considered per the approval of the Executive Director of Facilities, Maintenance, and Construction. If the spray is approved, any overspray or drift on surfaces or surrounding areas is the sole responsibility of the vendor.
- j.) Begin the painting services within a week after a contract is signed and/or a signed “Notice to Proceed”
- K.) The painting services for all buildings should be completed by **AUGUST 12, 2022**

2.4 Quality Assurance:

The Contractor shall:

- a.) Submit copies of inspection reports, notices, and similar documents to the designated TSU representative (where applicable)
- b.) Handle and store materials in strict accordance with the manufacturer’s instruction
- c.) Submit all pertinent information to the designated TSU representative regarding any Subcontractor for approval prior to using and Subcontractor for the first time at TSU
- d.) All normal precautions associated with painting must also be taken to protect the safety of the building, its occupants, and the Contractor’s staff.

2.5 Specifications and Drawings

- a.) Any or all drawings are for reference only
- b.) When a discrepancy or ambiguity arises between the written specifications and the drawings, the written specifications shall govern
- c.) The Contractor is responsible for field verification of all dimensions and job site conditions that may affect the cost of the project

2.6 Detailed Project Requirements

The Contractor shall provide a proposed estimation of the labor and materials of the individual project(s) **and** provide a proposed estimation for all buildings (economy of scale – ONE ALL-IN QUOTE) to determine an appropriate price to complete the work, and must be written for all projects – (no exceptions)

- a.) The Contractor will submit a quote for each job (each building) to be performed by calculating the square foot price provided in this bid. The designated TSU representative will use this quote to create a work order for the job
- b.) The Contractor will submit a quote for parking lots, pathways, sidewalks, and curbs to be performed by calculating the square foot and/or linear feet price provided in this bid. The designated TSU representative will use this quote to create a work order for the job
- c.) No proposal shall be considered accepted and approved to proceed until the Contractor receives notification from TSU designated representative and a P.O. has been generated for the identified building(s) to be pressure washed by the awarded Contractor(s)
- d.) No proposal shall be considered accepted and approved to proceed until the Contractor receives notification from TSU designated representative and a P.O. has been generated for the identified parking lots, pathways, sidewalks, and curbs to be pressure washed by the awarded Contractor(s)

2.7 **Temporary Facilities, Utilities, and Operations**

The Contractor shall:

- a.) Provide temporary protection for adjacent areas to prevent contamination by paint, solvents, distillate, non-bioenvironmental freely chemicals, and debris
- b.) The cleaning methods to be used shall be manual brushing, automatic brushing, scraping, peeling, chipping, and/or utilizing appropriate cleaning solvents.
- c.) Brushes used to loosen dirt, pollutants, and calcium deposits shall have natural, non-ferrous, or stainless-steel bristles. Brushes having ferrous bristles shall not be used in order to prevent loose bristles left behind from causing future rust stains.
- d.) Contractor may at various times be expected to cover through the use of appropriate primers and paints to cover contaminates such, as but not limited to, stains, grease, oil pollution, leachates, surface oxidation, efflorescence, calcium carbonate deposits, and build-up, unauthorized paint marks, black algae, mold, moss, lichen, and other invasive vegetation, animals, animal wastes and other foreign substances from concrete, limestone, sandstone, shales, brick, hardy planks, soft and hardwood, metal surfaces and other hard and soft surfaces
- e.) If any contaminates or discoloration persists on a surface, the surface shall be treated with the appropriate sealant or primer to cover (paint) the areas as many times as necessary to cover the contaminant or discoloration, or until after consultation with the TSU representative, it is deemed the surface has been covered by the paint as well as possible. After painting, the surface shall be allowed to thoroughly dry before a final determination is made as to the necessity of repeating the procedure
- f.) The Contractor shall not use equipment, methods, or solvents that will cause the spreading of the existing stains, drive existing surface pollutants further into the concrete or add new areas of discolorations
- g.) Contractor shall pre-treat surfaces utilizing the appropriate painting technique(s), such as, (biodegradable degreasers) or other environmentally safe pre-treat agents only as necessary

- and not as routine to ensure surfaces are properly prepared to receive specified paint
- h.) Prior to cleaning, the Contractor shall sweep, blow, and spot clean foreign substances such as but not limited to chewing gum, oil, and other miscellaneous stains from the surfaces to be cleaned. The Contractor will be required to pick up properly dispose of litter before painting sidewalks, pathways, or walkways, Sidewalks
 - i.) Any painting chipping, peeling, or scaling that may be loosened from the surfaces being cleaned must use a reclamation process (some type of method) to prevent such substance from entering storm drains or soil areas (adjoining landscaping, including turf). Contractor must submit a description of the reclamation process to be used in these cases when submitting the price quote for the particular job
 - j.) Any and all electrical, electronic, and/or specially coated equipment and/or surfaces shall be protected from potential damage that may result from painting or adjoining surfaces
 - k.) The Contractor is directly responsible for preventing any paint mist, splatter, spray, etc., whatsoever from entering building inlet/outlet vents (HVAC / natural draft)
 - l.) The Contractor is directly responsible for providing and placing barricades and approved traffic control devices, including advance signage, if necessary, to ensure pedestrian safety and prevent damage to buildings or vehicles
 - m.) Any splashes on buildings, windows, doors, railings, lighting, signage, waste containers, and landscape plants (including trees and turf) must be rinsed or properly cleaned after services are completed. Any disturbance of landscape mulch or damaged turf must be corrected

2.8 Contractor Supplies and Equipment

- a.) The total bid price for the services specified herein shall include all costs to the Contractor for furnishing all equipment (Contractor-owned and/or rental power paint sprayers, tools, safety equipment, ladders, scaffolds, hanging platforms, man-lifts) and supplies (except where noted below) necessary to carry out the painting services. All equipment and supplies used must be capable of performing all operations in accordance with specifications
- b.) All materials and equipment belonging to the Contractor will not be left unattended in a public area for any time for any reason. Unless otherwise approved by the designated TSU representative, all materials and equipment will be removed from the work area when not occupied. The materials and equipment will be stored in a contractor's vehicle(s) or storage trailer, or if available, neatly stored in a secure location identified by the designated TSU representative

2.9 Safety Data Sheets

Prior to starting, Contractor must provide Safety Data Sheet (SDS) for all potentially hazardous products provided by the Contractor and used on site

2.10 Safety

- a.) All work will be conducted in accordance with OSHA and all other applicable federal, state, and local regulations. The Contractor will also comply with TSU Safety Guidelines and Rules, and TSU Operation Standards
- b.) When working above any area where people might cross below workers, Contractor must neatly and professionally cordon off area(s) using commercially produced barricades equipment or fencing (e.g. no buckets, wood sawhorses, wood stakes) and post professionally-fabricated signs (e.g. no handwritten/stenciled or spray-painted signs) for

- indicating the area(s) is/are closed to pedestrian traffic. Signs must be of sufficient size with specific wording to clearly indicate that work is occurring above
- c.) Should barricading alone prove ineffectual in keeping pedestrians from entering these closed areas, the Contractor must post an employee to direct pedestrians around the work area
 - d.) Work shall be done in such a manner so as to create a safe working and walking environment, at all times, for occupants of the work area. Work shall be done in a manner as to be of little disruption to campus occupants. Work shall be done in a manner that does not compromise the security of the work area or the occupants

2.11 Personnel

- a.) Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with contract schedules
- b.) The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Contractor warrants to TSU that the workmen used on the job are regularly employed by the contracting company or the Subcontractor's company or companies. Further, the Contractor warrants that craftsmen skilled in the trades necessary to complete the work will perform all work done on the job. Laborers and unskilled workmen will not be used under any circumstances to perform tasks requiring a skill such as carpentry, roofing, or plumbing. The foregoing examples of skilled trades are intended as examples only and do not constitute a complete list of skilled trades
- c.) TSU reserves the right to examine the Contractor's past payroll records and those of any Subcontractor to determine whether the employees being used on the contract are regularly employed. TSU also reserves the right to question the use of an employee whom TSU feels is unskilled or untrained on a task that requires a skill. If the Contractor intends to use laborers or unskilled workmen on any aspect of the contract, the Contractor must furnish a list of the tasks to be performed by said laborers and unskilled workmen in their bid
- d.) TSU retains the right to require the reassignment of an employee or employees as TSU may deem necessary. Reasons for the request for reassignment include but are not limited to poor work performance, incompetence, carelessness, disruption, or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned away from TSU facilities.
- e.) If the Contractor is requested to replace any employees any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of the completion deadline or task assigned under this contract
- f.) Contractor crews will be working on a drug-free campus (no illegal substances or products) Contractor will be required to remove any worker who violates the drug-free campus rule or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal drug use.

2.12 Supervision

- a.) The Contractor shall provide all supervision on-site to coordinate and inspect the work. There will be a supervisor or point-of-contact (working foreman is acceptable) readily available to the designated TSU representative when work is being performed.
- b.) The Contractor shall provide all supervision on-site supervisor/foreman shall check in with the designated TSU representative daily (in person or by telephone) prior to starting work. The on-site supervisor/foreman will also contact the designated TSU representative for

inspection after completing the work or leaving for the day

2.13 Performance

- a.) TSU requires quality work performed in a competent manner. All Contractor workers shall be required to meet contract specifications with no prompting or direction from TSU staff
- b.) TSU will be the sole judge concerning the merits or products, materials, and/or service(s) provided in accordance with the specification set forth in this document, or if it is determined the Contractor is operating in violation of federal, state, and local applicable laws and ordinances. No latitude will be given for failure to perform properly.
- c.) The Contractor will correct or cause to have corrected any substandard work as requested by TSU prior to the conclusion of the corresponding work order
- d.) No notice of completion, delivery memo, invoice, or other documents will be signed, or approvals of any type will be given for any part of the job or delivery of any equipment or materials, except by the designated TSU representative.
- e.) Work may be performed during normal working hours if it does not interfere with pedestrian traffic or other functions in the work area. However, bidders should price accordingly for the bulk of tasks to be performed after business hours and on weekends

2.14 Identification

- a.) Contractor personnel will always be in a uniform displaying the company logo and will display their TSU identification badge (if always issued by TSU) while on TSU property.
- b.) Contractor will immediately retrieve and return TSU identification badges (if issued) for personnel that have been terminated from employment or all badges at the conclusion of the contract

2.15 Waste

- a.) The Contractor is responsible for all waste generated by the work. TSU will provide access to one specific solid waste dumpster (Not other temporary dumpsters belonging to other Contractors).
- b.) Containers holding hazardous waste or holding potentially hazardous materials residue (even rinsed out) will not be allowed in this or any other on-campus waste receptacle. Any violation of these conditions will result in the Contractor being required to remove **“ALL”** future waste products of any kind from **“ALL”** TSU trash/dumpster receptacles and disposed off-campus in accordance with all applicable federal, state, and local laws and regulations

2.16 Clean Up

- a.) The Contractor will be responsible for the cleanup of all spills by contractor personnel.

2.17 Use of Property

- a.) There will be no office, storage, or disposal space provided to the Contractor
- b.) The TSU Representative will provide the Contractor or Subcontractor with designated

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parking. Contractor vehicles are required to park in the designated parking areas that are available on the Campus

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, the scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

- Criterion 1 – Letter of Interest
- Criterion 2 – Experience and Qualifications
- Criterion 3 – Scope of Services
- Criterion 4 - Schedule
- Criterion 5 – Cost
- Criterion 6 - References

3.2 CRITERION 1: Letter of Interest

A maximum **two-page letter** of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing this project, and primary contact information, and signed by the principal-in-charge.

3.3 CRITERION 2: Experience and Qualifications

Please address each criterion listed below as it relates to your firm's relevant experience and qualifications.

1. Identify the individual who will be the main point of contact and the team responsible for providing services for the duration of the project. Consultant shall not change or substitute these individuals without prior approval. The Owner reserves the right to determine the acceptability of these individuals.
2. Provide all team members experience and responsibilities, including resumes. Provide background information including education, professional titles, related qualifications, specific roles in past projects.
3. Describe your firm's experience with providing Painting, highlighting any projects with similar size and scope to the proposed project.
4. Provide your firm's project organization structure and responsibilities.
5. How does your firm provide an in-depth cost evaluation of proposals, fees, and budgets?
6. Show your ability/approach to organize, develop, and maintain project schedules.
7. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation does your firm have the capacity to complete this project? What percentage of your firm is currently involved in other projects?
8. This project requires the Candidate to carry, at a minimum, general liability insurance and worker's compensation according to State laws.

9. Demonstrate working knowledge in some or all disciplines including architectural design, structural engineering, mechanical engineering, electrical engineering, civil engineering, roof design and maintenance, construction, facility management and maintenance, as related to safely painting different surfaces and areas, which could be affected by painting.
10. Provide a description of any lawsuits or claims including status and resolutions.
11. Identify any other unique challenges/ approaches that you have experienced that will assist the Owner with a successful project.
12. What does your firm do to ensure a safe working site?

3.4 **CRITERION 3: Scope of Services**

Texas Southern University (TSU) seeks proposals from qualified firms to provide painting services. The scope of work will range in size and complexity. This will vary on the project, need and situation. TSU reserves the right to award separate contracts to multiple contractors. The scope of service covers the requirements for the Contractor to provide all materials, labor, supervision, tools, supplies, and other expenses necessary to provide painting services.

1. Project Understanding

In this section, the Proposer should describe the project for which your firm would like to be evaluated and your firm's understanding of the project. It will also be important for the Proposer to identify and describe any foreseeable potential problems and methods to mitigate those problems with specific proposed solutions.

2. Project Management

- Describe the service approach you plan to use and how the quality of service will be measured for this project.
- Describe your plan to maintain effective communication with TSU.
- Describe your controls and methods for managing change orders
- Describe your painting management philosophy, controls, techniques, etc.
- Explain your understanding, knowledge, and experience in local painting construction markets.
- Describe your history of successful and timely project completions and your proposed schedule and management plan for this Project
- Describe your quality control plan, safety plan, and dispute resolution management approach.
- Describe the types of reports or other written documents that will be provided and the frequency of reporting. Proposer will include samples of reports and documents if appropriate.

3.5 **CRITERION 4: Schedule**

It is expected that your firm has the current capabilities and capacity to complete the project by the date listed in the project schedule.

- Provide a detailed schedule, including milestones, from the notice to proceed date through post-occupancy services.
- Provide reasoning, in this section, for any modifications or alterations your firm wishes

to make to the recommended project schedule

- a) The Contractor will be responsible for coordinating the work of all trades provided under this contract
- b) TSU is twenty-four (24) hours a day, three hundred and sixty-five (365) days a year operation. The designated TSU representative must approve any work schedule that will interfere with the normal operation of the facility, students, or its personnel
- c) All tasks are to be performed in a workmanlike manner, in accordance with industry standards and acceptable trade practices for all trades involved
- d) After awarding the contract to the selected Contractor(s), a detailed schedule (start and completion) for each building, parking lots, sidewalks, and curbs must be submitted before the start of any work, in order to notify the occupants of the buildings and users of the parking lots, and sidewalks in a timely manner

3.6 **CRITERION 5: Fee Structure**

The fee proposal shall be a detailed fee proposal as outlined below. Failure to provide a fee proposal that addresses each of the items listed below may result in disqualification from the RFP process.

Detailed fee proposals shall include the following:

- ✓ Lump sum fee.
- ✓ Detailed statement of work.
- ✓ Confirmation that all scope items from the original RFP will be addressed.
- ✓ Any exclusions with explanations.
- ✓ Breakout of fee by phase.
- ✓ # Of hours anticipated.
- ✓ # Of people anticipated.
- ✓ Other resources.
- ✓ How the resources are to be used.
- ✓ Breakout of anticipated reimbursables included in the lump sum fee proposal.
- ✓ Hourly rates for all personnel involved in the project.
- ✓ Number of site visits anticipated to complete the work.
- ✓ Breakout of fees for any non-required scope proposed.

The fee is anticipated to include all costs including reimbursables for the project resulting in a “lump sum” format contract.

If the apparent winner’s fee exceeds the Owners budget and if subsequent negotiations with the apparent winner are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

3.7 **CRITERION 6: References**

Provide a comprehensive list of **ALL** school projects or similar projects completed or begun within the last 5 years, with contact information, along with a project description. Identify in the reference list which projects this team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS: The solicitation process for this RFP will proceed according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
Issue RFP / ESBDB Posting Date	June 09, 2022
Site Visit/Pre-Proposal Conference	June 14, 2022
Deadline for Submission of Questions	June 16, 2022
Response to Questions	June 21, 2022
RFP Submission	June 28, 2022

4.2 REVISIONS TO SCHEDULE: TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and TSU Purchasing website. It is the responsibility of interested parties to periodically check the ESBD and/or TSU Purchasing website for updates to the RFP prior to submitting a Proposal. The Respondent’s failure to check either website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 SITE VISIT/PRE-PROPOSAL CONFERENCE:
A pre-qualification conference will be held on **Tuesday, June 14, 2022, @ 10:00 a.m.** at Texas Southern University, Hannah Hall, Conference Room 129, 3100 Cleburne Street, Houston, TX 77004. All Proposers’ are highly encouraged to attend the pre-qualification conference and are to meet promptly at the above date and time.

4.4 PROPOSAL REQUIREMENTS:

- a) Submissions: Respondents shall submit one (1) original and five (5) copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. Please submit a flash drive version as well. Please ensure that the entirety of your Proposal is contained on the flash drive as the information on the drive will serve as the original and official version of your Proposal and will be the only copy, we keep on file.
- b) Format of Proposals - Firms will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

- Introduction Letter (2-page maximum)
- Tab 1: Criterion 1 Letter of Interest
- Tab 2: Criterion 2 Experience and Qualifications
- Tab 3: Criterion 3 Scope of Services
- Tab 4: Criterion 4 Schedule
- Tab 5: Criterion 5 Fee/Cost
- Tab 6: Criterion 6 References

Execution of Offer
Addenda

- d) Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- (d) TSU will not consider any Proposal that bears copyright. Proposals will be subject to the Texas Public Information Act (PIA), Texas Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General's opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES:

(a) All inquiries shall be submitted in writing (Word format) via email to Mr. Sceffers Ward at sceffers.ward@tsu.edu and procurement@tsu.edu by **Thursday, June 16, 2022 by 12:00 p.m. Noon** Central Time; the date listed as the deadline for submission of questions as specified in Section 4.1 above.

(b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>; and to TSU Purchasing website. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.

(c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees, and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

(d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this

entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION:

- All Proposals shall be received, and time recorded at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the Proposal to Mr. Scaffers Ward by the specified date. A United States Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site receipt confirmation WILL NOT be accepted.

(c) Telephone, email, oral, and facsimile Proposals will **not** be accepted.

(d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

4.7 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Scaffers Ward
Buyer
TSU Purchasing
Email: scaffers.ward@tsu.edu
Email: Procurement@tsu.edu

4.8 DELIVERY OF PROPOSALS:

Proposals packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed-Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your Proposals response please note:

Due to the Coronavirus (COVID-19) pandemic, there will be some amendments in the delivery of all responses that are in progress. All Respondents are to deliver their submittals to the Texas Southern University Post Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004

****Please instruct your courier NOT to go to the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU's Post Office.**

4.9 PROPOSAL OPENING:

Proposals will be opened at the office of the attending buyer in their office or nearby conference room, whichever is most appropriate. (“TSU is practicing social distancing, submittals will be opened, but there will **NOT** be a public opening.”)

(a) All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.

(b) Proposals submitted shall constitute an offer for a period of one hundred twenty (120) days or until a selection is made by TSU, whichever occurs earlier.

4.10 PROPOSAL EVALUATION AND AWARD:

a) TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Section 2155.074.

b) A committee will be established to evaluate the Proposals. The committee will include employees of TSU, and other persons invited by TSU to participate.

c) TSU reserves the right to award contract(s) without any negotiations and reserves the right to make no awards.

d) TSU reserves the right to award the contract among multiple firms.

e) Additional services may be required during the performance of this project. If so, the successful firm(s) agrees to negotiate an amendment to the awarded contract.

f) The evaluation committee will evaluate and rank proposals to determine best value in accordance with the following criteria and assigned weighted values:

Criteria	Value
CRITERION 1: Letter of Interest	05
CRITERION 2: Experience and Qualifications	25
CRITERION 3: Scope of Services	25
CRITERION 4: Schedule	20
CRITERION 5: Fee/Cost	20
CRITERION 6: References	05
Total of Weighted Value	100

g) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without a BAFO. A request for a BAFO is at the sole discretion of TSU and will be extended in writing.

4.11 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall in part be based on the Respondent’s actual criteria and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

4.12 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto and will be included as an Exhibit to the Agreement. The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting Plan will result in the rejection of the Proposal.

4.12.1 STATEMENT OF PROBABILITY

Owner has determined that subcontracting opportunities are probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Proposal. Respondent shall develop and administer a HSP as a part of the Respondent's Proposal in accordance with the Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

4.12.2 Respondent's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled "HUB Subcontracting Plan" and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

4.12.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

4.12.4 HUB SUBCONTRACTING GOAL: The HUB Subcontracting Goal for this Project is **Twenty-six (26.0)** percent. Respondents are expected to make a good faith effort to meet this goal.

4.13 RESERVATION OF RIGHTS: The University may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The University reserves the right to divide the audit into multiple parts, to reject all Proposals and re-solicit for new Proposals, or to reject all Proposals and temporarily or permanently abandon the Project. University makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

4.14 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the University. Further, respondents accept there are unknowns regarding the organizational change management delivery method and the owner has supplied sufficient project information to submit a responsive RFP response.

- 4.15 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.
- 4.16 VENDOR PERFORMANCE: In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts website may be accessed at: http://www.window.state.tx.us/procurement/prog/vendor_performance/.

TSU may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TSU may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state or the Federal government. Further, TSU may initiate such examinations of vendor performance based on media reports. Any such investigations shall be at the sole discretion of TSU, and any negative findings, as determined by TSU, may result in non-award to the Respondent.

End of Section IV

EXHIBIT

EXECUTION OF PROPOSALS

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor/respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of TSU or any

other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TSU or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

TSU is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS), <https://sam.gov/content/home>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent follows the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been:

- (1) convicted of violating federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or
- (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy-Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other
- Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED): _____

TITLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

End of Exhibit