



INVITATION TO SUBMIT PROPOSALS

The State Bar of Texas (the State Bar) is requesting Proposals from experienced vendors capable of providing janitorial services. If you are interested in submitting a proposal, please adhere to the **General Instructions** and the **Proposal Stipulations and Requirements** as outlined in the enclosed Request for Proposal (RFP).

Vendors should pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly. In accepting proposals, the State Bar reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of the State Bar, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the proposal, the State Bar will only release the names of the vendors. No other information will be released until after the State Bar has evaluated the proposals and an award has been made and approved by the State Bar Executive Director.

We greatly appreciate your efforts and look forward to reviewing your submission.

**STATE BAR OF TEXAS
1414 Colorado St.
Austin, Texas 78701**

THE STATE BAR OF TEXAS

The State Bar is established under Tex. Govt. Code Ch. 81 as an administrative agency of the judicial department of Texas state government and reports directly to the Supreme Court of Texas. It is governed by a statewide Board of Directors and is headed by the Executive Director of the State Bar. The State Bar is funded solely by membership dues, compliance fees, and revenue generating services. Unlike other state agencies, the State Bar's budget is subject to approval by the Texas Supreme Court.

The State Bar's purposes are (1) to aid the courts in carrying on and improving the administration of justice; (2) to advance the quality of legal services to the public and to foster the role of the legal profession in serving the public; (3) to foster and maintain on the part of those engaged in the practice of law high ideals and integrity, learning, competence in public service, and high standards of conduct; (4) to provide proper professional services to the members of the State Bar; (5) to encourage the formation of and activities of local bar associations; (6) to provide forums for the discussion of subjects pertaining to the practice of law, the science of jurisprudence and law reform, and the relationship of the State Bar to the public; and (7) to publish information relating to the subjects listed in subdivision (6).

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SECTION 1. RFP REFERENCE NUMBER, TIMELINE AND EVENTS

RFP Reference Number: **SBOT2024-PF01**
Request For Proposal Issuance Date: December 13, 2023
Site Survey Date: **BY APPOINTMENT ONLY**
January 3-12, 2024

Contact Michael DeLeon, Purchasing & Facilities Director, CC:
Kevin Kelly, Facility Manager
Ann Nuñez, Purchasing Specialist

By **Tuesday January 11, 2024 by 5:00 p.m.** to schedule Site Survey appointment:

Michael DeLeon – michael.deleon@texasbar.com
Kevin Kelly – kevin.kelly@texasbar.com
Ann Nunez – ann.nunez@texasbar.com

Deadline for Submission of Questions: January 17, 2024 by 5:00 p.m.
Deadline for Submission of Proposals: **January 18, 2024 by 4:00 p.m.**
Opening of Proposals: **January 18, 2024 by 4:30 p.m.**
Contract Award Date: On or before January 31, 2023
Anticipated Contract Start Date: **March 1, 2024**

SECTION 2. GENERAL INSTRUCTIONS

A. Questions

Deadline for Questions from Vendors is January 17, 2024 by 5:00 p.m.

All questions concerning the specifications for proposals must be in writing, preferably by email, addressed to the following:

Michael DeLeon
michael.deleon@texasbar.com

cc:
Kevin Kelly
Kevin.kelly@texasbar.com
Ann Nunez
ann.nunez@texasbar.com

B. Submittal Procedure

***Deadline for Submission of Proposals is January 18, 2024 by 4:00 p.m.
No Proposals will be accepted or considered after the stated deadline.***

Proposals, subject to all specifications and conditions contained in this RFP, must be signed in ink by a person or officer of the company submitting the proposal that is authorized to enter into contractual obligations and agreements on behalf of the company. ***Proposals received unsigned will be deemed non-responsive and will not be accepted or considered.***

The original proposal, signed in ink, should be submitted in a sealed envelope, and delivered to the attention of:

**State Bar of Texas
Attn: Michael DeLeon, Purchasing and Facilities Director
PO BOX 12487
Austin, Texas 78711**

OR HAND DELIVERED to 1414 Colorado St, Austin TX 78701

Respondents may deliver their proposals by mail or in person at the above address. Submissions by facsimile or email will not be accepted or considered. The State Bar will not be responsible for submissions lost in the mail or not delivered to the above address and recipient for any reason.

Submissions that do not contain all the materials and documentation, duly executed, will not be accepted or considered.

C. Non-Discrimination Policy Statement

The State Bar of Texas does not discriminate against any individual or vendor with respect to compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

D. Proposal Guarantee/Award Procedure

***It is anticipated that a recommendation for award under this RFP
will be made on or before January 31, 2024.***

All interested parties are required to guarantee their proposals as **irrevocable offers valid for ninety days (90) days after the Deadline for Submission of Proposals**. The State Bar, in its sole and absolute discretion, shall have the right to award any proposal for any or all items and services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposal, and shall be allowed to accept the total proposal of any one vendor.

SECTION 3. PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposal

Any proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted in writing and received by the State Bar Facilities Manager prior to the deadline. Any modification or withdrawal received after the Deadline for Submission of Proposals will not be considered.

B. Offer and Acceptance Period

All proposals must be irrevocable offers valid for one hundred twenty (120) days after the Deadline for Submission of Proposals.

C. Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based solely on information contained in the written proposal. The State Bar shall not be held responsible for any errors, omissions, or oversights in any submitted proposal. The State Bar, in its sole discretion, may waive any technical irregularities in a proposal which do not affect the quality of services offered or pricing.

The State Bar may reject any proposal containing a statement, representation, warranty, or certification which the State Bar determines to be materially incorrect, false, misleading, or incomplete. Additionally, any errors, omissions, or oversights in any proposal may constitute grounds for rejection of the proposal by the State Bar.

The inability of a vendor to provide one or more of the components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by the State Bar of a proposal. All proposals will be evaluated as a whole by the State Bar in keeping with the best interests of the State Bar.

D. References

Proposals must be accompanied by a comprehensive list of references. Vendors are required to provide a minimum of three (3) references to which the vendor has provided services similar to those set forth in this request for proposals. The references must include the name, address, contact person, telephone number, email address, the services provided by vendor, and the dates those services were performed.

E. Oral Presentations

Any vendor that submits a proposal may be requested by the State Bar to make an oral presentation for further clarification of the proposal.

F. Amendments and Revisions to this Request for Proposal

If the State Bar determines it advisable or necessary to amend or revise this RFP, the amendment or revision will be provided to each vendor by facsimile or by email.

G. Disclosure of Proposals

The State Bar of Texas is subject to the Texas Public Information Act, *Tex. Govt. Code Ch. 552* (the TPIA). Once proposals are opened and the contract is awarded, all or part of the proposals may be subject to disclosure to the public upon request. The TPIA, however, does not require disclosure of trade secrets or confidential commercial or financial information obtained from a vendor. If the State Bar receives a request for disclosure of a proposal under the TPIA, the State Bar will send a notice to the vendor submitting the proposal within ten days after receipt of the request. The notice will inform the vendor of its rights under the TPIA. More information concerning the applicability of the TPIA to proposals can be obtained from the Texas Attorney General or from the Attorney General's website at <http://www.texasattorneygeneral.gov>.

H. Retention of Proposals

All proposals submitted to the State Bar shall become the property of the State Bar and will not be returned to the vendor submitting the proposal.

I. Expenses

The State Bar shall not be responsible for expenses incurred by a vendor in preparing and submitting a proposal.

J. Term of Contract

The initial term of the awarded contract will be for one (1) year from its effective date, with two (2), one (1) year renewal options at the sole discretion of the State Bar.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

A. Contents

Each proposal shall contain the following:

1. Title Page

- Name of Vendor
- Mailing Address
- Main Telephone Number
- Website Address (if any)

- Contact Name
- Contact's Telephone Number
- Contact's Facsimile Number
- Contact's Email Address

2. Table of Contents

3. At least three references, including:

- Name
- Address
- Contact person
- Telephone number
- Email address
- Services provided by Vendor and dates such services were provided

4. Description of Vendor and Personnel

- Brief history of vendor and ownership
- Date vendor began business
- Current total number of employees
- Current subcontractors

5. Description of services provided by vendor

6. Completed Cost Proposal Form (see Section 8)

7. Description of experience addressing professionalism, contract performance, experience and quality of personnel, responsiveness and flexibility, and any other information addressing vendor's capability to achieve overall customer satisfaction.

8. Copies of vendor's certifications, licenses, or permits

9. Proof of insurance meeting the conditions provided in this RFP (See Section 7)
10. Policy and procedure used to perform criminal background checks of vendor personnel and/or subcontractors that would gain entrance to the State Bar's facility or would provide services to the State Bar.
11. Completed Form W-9
12. Any additional descriptive literature which might be of assistance in the proposal consideration process.
13. Deviation Form (See Section 9)
14. Vendor's Certification and Signature Page (see Section 10)

B. Format of Proposal

1. Original proposal, signed in ink by representative of vendor duly authorized to contractually bind vendor.
2. The proposal must be sealed in an envelope with the name of the vendor, the contact person, the contact person's telephone number and email address, and the RFP Reference Number clearly indicated on the outside of the envelope.

SECTION 5. FACILITY

A. The Texas Law Center

The services to be provided under contract awarded as a result of this RFP will be performed at the building located at 1414 Colorado St., Austin, Texas 78701, also known as The Texas Law Center. This building is owned by the State Bar and occupied solely by State Bar personnel. The Texas Law Center has seven floors of office space (consisting of a total of approximately 75,000 square feet) and three floors of underground parking (consisting of a total of approximately 30,000 square feet.)

Parking spaces **will be** provided to vendor's personnel or subcontractor while on site performing services for the State Bar.

Entrances to the parking garage and to floors 2-6 are restricted to security card access only. Vendor's personnel or subcontractor will be issued security cards to allow access to these restricted areas.

SECTION 6. SERVICES TO BE PERFORMED

A. Overview

The services to be performed by the vendor under the contract awarded pursuant to this RFP are janitorial and custodial services consisting of day porter services, night crew services, and garage cleaning services.

These services will be evaluated periodically by the State Bar for thoroughness and efficiency. The services and routine are subject to modification as the State Bar deems necessary to sufficiently meet its needs.

Also included are the start-up procedures to be conducted by the Facilities Department and a management level vendor representative prior to beginning the delivery of services under the awarded contract.

B. Day Porter Services

The anticipated routine for the day porter services is as follows.

This schedule must be followed closely at all times.

If paged, the day porter is to perform that duty first, then resume the regular schedule.

- 8:00am** **Begin the work day**
- 8:05am** **Clean Entries – First Floor Front and Side Doors and P-1 Entry Door from Garage**
Sweep entrances inside and out, pick up cigarette butts from smoking areas, clean windows on and around entry doors
- 8:45am** **Clean First, Second and Third Floor Kitchens (Review meeting room schedule)**
Clean off counters. Hand wash carafes, coffee pots and any other serving supplies. Dry and put away. Wipe out cabinets as needed. Clean microwaves as needed. Wipe off cabinet doors as needed. Sweep and mop floor.
- 9:20am** **Clean Break Room on P1**
Clear, clean and disinfect tables. Clean all microwaves and the toaster oven. Remove all trash. Return all newspapers and magazines to racks. Brush out chairs. Sweep break room and recycle area. Spot mop spills and messy areas.
- 9:45am** **Clean Bathrooms (per following schedule)**
Check all bathrooms starting on the sixth floor. Empty trash (if full). Wipe off counters and wall tile around sink area. Clean and sanitize toilets and urinals. Check and replace supplies, including paper towels, soap, toilet paper and air freshener. Wipe down doors etc as needed. Sweep and spot mop noticeable spills as needed.
- 9:45am** 6th floor Women's

9:55am 6th floor Men's
10:05am 5th floor Women's
10:15am 5th floor Men's
10:25am 4th floor Women's
10:35am 4th floor Men's
10:45am 3rd floor Women's
10:55am 3rd floor Men's
11:05am 2nd floor Women's
11:15am 2nd floor Men's
11:25am 1st floor Women's
11:35pm 1st floor Men's
11:45pm P-1 restroom

11:55am Clean First Floor Lobby, Halls and Elevators

Dust tables, clean glass tops, dust sofas. Remove any trash, dust mop or sweep as needed. Mop floors in elevators as needed. Vacuum carpet in lobby and meeting rooms as needed. Wipe off elevator doors and walls, inside and out. Walk exterior of building and pick up trash. Walk the smoking area and sweep up butts and liter from the ground.

12:00pm Lunch

1:00pm Check Parking Garage Elevator Landings and elevator cabs

Sweep floor. Wet mop any spots on floor. Put safety signs out when mopping. Wipe any handprints off elevator doors. Empty trash on each elevator landing.

1:30pm Clean Executive Kitchen and Bathroom

Wash and put away dishes. Clean counters. Wipe out cabinets as needed. Clean bathroom. Check kitchen and bathroom supplies and restock. Sweep and mop floor.

2:00pm Check Bathrooms (same routine as morning)

4:00pm General items

Walk hallways on all floors cleaning any common areas that require attention. Remove any boxes labeled as trash. Boxes are to be broken down and collected in the recycling area.

5:00pm End of Day

NOTE: The following services should be performed throughout the day as needed per meeting room schedule

Check Meeting Rooms

Clear rooms of trash left on tables. Straighten chairs. Wipe off tables and credenzas. Dust mini-blinds and clean floor if needed. Empty trash. Turn off lights and close door. Leave any items left in the meeting room (umbrellas, jackets, electronics) with the security guard at the front desk (lost and found) along with the details of where it was found.

C. Night Crew Services

The services expected of the night crew are listed below by task and frequency.

Daily Tasks

Task Description	Task Frequency
<u>Offices/Conference Rooms/Corridors/Common Areas</u>	
Empty all trash receptacles and replace liners as necessary	Daily
Remove all trash and recycling to designated areas	Daily
Dust all horizontal surfaces that are clear of paper	Daily
Watch for and treat any carpet spots	Daily
Arrange furniture in conference rooms	Daily
Clean conference table (s) and cabinet (s)	Daily
Clean drinking fountains	Daily
Dust/Spot mop hard floors	Daily
Vacuum traffic areas	Daily
Wipe counters around equipment	Daily
Spot clean partition and door glass	Daily
Spot clean doors, door frames and walls	Daily
<u>Break Areas/Kitchens</u>	
Arrange furniture	Daily
Buss and clean table and chairs, using disinfectant on tables	Daily
Clean drinking fountains	Daily
Clean sinks; including drain tray, spotting the front of cabinets, wiping all counters and refilling dispensers	Daily
Damp clean exterior and interior of microwave and toaster oven	Daily
Damp wipe all tables and counters with disinfect	Daily
Mop all floors	Daily
Empty all trash receptacles and replace liners as necessary	Daily
Remove all trash and recycling to designated area	Daily
Spot clean doors, door frames and walls	Daily

Restrooms

Clean and sanitize fixtures, mirrors and counters	Daily
Empty trash and replace liners as necessary	Daily
Refill soap and hand towel dispensers	Daily
Restock all stalls with toilet paper, as needed	Daily
Remove trash to designated area	Daily
Spot clean any/all restroom partitions	Daily
Sweep and mop floors	Daily
Spot clean doors, door frames and walls	Daily

Entry, lobbies and elevators

Clean and sanitize drinking fountain	Daily
Empty all trash receptacles and replace liners as necessary	Daily
Remove trash to designated area	Daily
Spot clean door glass and side glass	Daily
Vacuum Mats and all carpet	Daily
Empty debris from cigarette urns	Daily
Sweep and mop elevator floors and elevator door tracks	Daily
Remove fingerprints and smudges from elevator button panels	Daily
Dust fixtures and windowsills	Daily
Spot clean all walls, light switches and doors	Daily
Remove debris from sidewalks around main entrance doors	Daily
Sweep and mop elevator landings on P-1, P-2 and P-3	Daily
Spot clean doors, door frames and walls	Daily

Copier rooms (Mail/Freight Room)

Dust/Spot mop hard floors	Daily
Empty all trash and replace liners as necessary	Daily
Spot clean doors, door frames and walls	Daily

Weekly Tasks

Offices/Conference Rooms/Corridors/Common Areas

Spot clean all walls, light switches and doors	Weekly
Fully vacuum all carpeted floors	Weekly
Clean both sides of all glass doors and side glass	Weekly
Clean behind doors	Weekly
Clean all glass furniture	Weekly
Dust mini-blinds	Weekly
Dust desks and furniture	Weekly

Break Areas/Kitchens

Clean ceiling vents	Weekly
Dust air vents (in and out)	Weekly
Spot clean all walls, light switches and doors	Weekly
Wash all trash containers	Weekly
Spray buff P-1 tiled floor (including elevator lobby, hallway, and break room)	Weekly

Restrooms

Dust high and low areas	Weekly
Clean air vents	Weekly
Clean and refresh drainage	Weekly
Remove scale from toilet bowls and urinals	Weekly

Copier rooms (Mail/Freight Room)

Wipe counters around equipment	Weekly
Dust all horizontal surfaces which are clear of paper	Weekly

Monthly Tasks

Offices/Conference Rooms/Corridors/Common Areas

Dust and spot clean all furniture, fixtures, equipment and accessories	Monthly
Dust high areas (e.g., pictures, clocks, etc.)	Monthly
Clean telephones	Monthly
Dust walls, doors, windows, woodwork and other above floor surfaces	Monthly
Clean baseboards, corners and behind doors	Monthly

Break Areas/Kitchens

Dust furniture, fixtures and windowsills	Monthly
Clean baseboards, corners and behind doors	Monthly
Dust walls, doors, windows, woodwork and other above floor surfaces	Monthly

Restrooms

Dust walls, doors, windows, woodwork and other above floor surfaces	Monthly
Clean baseboards, corners and behind doors	Monthly

Entry, lobbies and elevators

Clean ceiling vents	Monthly
Clean telephones	Monthly
Dust walls, doors, windows, woodwork and other above floor surfaces	Monthly

Clean baseboards, corners and behind doors Monthly

Periodic specific services

Sweep stair wells, dust stairwell walls, remove cob webs and clean Hand rails Monthly

Semi-Annual Tasks

Offices/Conference Rooms/Corridors/Common Areas

Wash interior plate glass and wipe down frames Semi-annual

Break Areas/Kitchens (1st, 2nd & 3rd Floors)

Refrigerator cleaning-clean inside and out, including defrost Semi-annual

D. Garage Cleaning Services

The garage cleaning service requested by the Texas Law Center is set below.

Garage (Elevator Landings and Painted Areas surrounding landings)

The cleaning of the three levels of garage elevator areas at the Texas Law Center. The specifications to accomplish this task are as follows:

1. Nightly - Mop elevator landing areas located in the garage on levels P2 and P3, and the loading dock area on P1.
2. Nightly – Mop the painted areas surrounding the elevator landings on all garage levels.

E. Start-Up Procedures

Initial Start-Up

1. Vendor representative walks the facility with the State Bar Facilities Manager to review the specific needs for satisfactory performance.
2. Vendor representative evaluates staffing to ensure the best match for the State Bar’s needs.
3. The vendor develops a flow-chart or services schedule showing vendor personnel assigned to specific job duties according to the services described above, and delivers a copy of this flow-chart or schedule to the State Bar Facilities Manager.

4. The vendor develops a periodic project schedule to ensure all services not required on a daily basis are scheduled and performed according to contract, and delivers a copy of this periodic project schedule to the State Bar Facilities Manager.

One Week Prior to Service Commencement

1. Vendor representative, the State Bar Facilities Manager, and assigned vendor personnel walk the facility to discuss all aspects of the facility and the start up procedure.
2. Vendor ensures that all supplies and equipment necessary for delivery of services are ordered or are on hand.
3. Vendor representative, the State Bar Facilities Manager, and assigned vendor personnel meet to review the procedures and required services and to answer any questions assigned vendor personnel may have.
4. Vendor representative, the State Bar Facilities Manager, and assigned vendor personnel meet to organize supplies.

Day One of Service Commencement

1. Vendor representative meets with State Bar Facilities Manager to obtain keys and/or access cards or badges and to receive any last minute instructions.
2. Vendor representative will be on site at the facility to oversee the commencement of services, implement procedures, conduct on-site training of vendor personnel, and monitor the quality of the services provided.
3. Vendor representative will complete any damage report that may be necessary and deliver it to the State Bar Facilities Manager.

After Commencement of Services

1. Vendor representative will meet with the State Bar Facilities Manager as needed to ensure quality of services, review performance of vendor personnel, and address any concerns the State Bar Facilities Manager or State Bar staff may have.
2. Once per month, or as needed, vendor representative and the State Bar Facilities Manager will meet to review quality control inspection sheets and make modifications to the review process as needed.
3. If and when any changes occur on the services schedule and/or periodic project schedule, vendor will submit to the State Bar Facilities Manager the names of vendor personnel providing services to the State Bar and their responsibilities.

4. The vendor's night operations manager is responsible for managing the night crew supervisor and personnel.
5. A management level vendor's representative will monitor both day and night services for quality assurance to ensure contract compliance.
6. Vendor will submit all necessary MSDS sheets for all chemicals used on premises to the State Bar Facilities Manager.

Start Up Check List for Vendor

Initial Start Up:

- Walk the facility with State Bar Facilities Manager
- Evaluate new and existing vendor personnel
- Provide flow-chart or services schedule
- Provide periodic project schedule
- Training session for new and existing vendor personnel

One Week Before Service Commencement

- Walk the facility with State Bar Facilities Manager
- Order necessary supplies and equipment
- Meet with vendor personnel and State Bar Facilities Manager
- Meet with State Bar Facilities Manager to organize supplies and equipment

Day One of Service Commencement

- Meet with State Bar Facilities Manager to obtain keys and/or security cards or badges and to receive any last minute instructions
- Commence services
- Complete and deliver damage report

After Commencement of Services

- Meet with State Bar Facilities Manager to conduct quality control inspection
- Submit changed personnel names and responsibilities to State Bar Facilities Manager
- Submit changed periodic project schedule and any necessary damage reports to State Bar Facilities Manager
- Provide major equipment list to State Bar Facilities Manager
- Provide MSDS sheets for all chemicals used on premises to State Bar Facilities Manager

SECTION 7. INSURANCE REQUIREMENTS

A. Policies, Coverage, and Endorsements

A Current Certificate Of Insurance Must Accompany All Proposals

The vendor must maintain, and cause any subcontractors providing services under the awarded contract to maintain, at its sole cost and expense the following insurance policies, with the specified coverage and limits, to protect and insure the State Bar and vendor against any claim for damages arising in connection with vendor's and its personnel's responsibilities and provision of services under the awarded contract and all extensions and amendments thereto.

1. Workers' Compensation
Statutory requirements
2. Employer's Liability
\$500,000.00
3. Comprehensive General Liability
\$1,000,000.00 aggregate
\$1,000,000.00 each occurrence
4. Comprehensive Automobile Liability (any automobile, hired automobile, non-owned automobile)
 - a. Bodily injury: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 - b. Property damage: \$1,000,000.00 each occurrence
5. Environmental Impairment Liability (covering airborne contaminants, waterborne contaminants and hazardous substances)
\$1,000,000.00

Deductibles under each of these policies must not exceed five percent (5%) of the coverage limit.

B. Insured Parties

All policies must contain a provision naming the State Bar of Texas, its officers, directors, agents, and employees, as Additional Insured parties on the original policy and all renewals and replacement policies during the term, including extensions, of the awarded contract.

C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the State Bar of Texas, its officers, directors, agents, or employees.

D. Proof of Insurance

The policies, coverage and endorsements required by this provision shall be shown on a Certificate of Insurance on which the State Bar of Texas must be listed as the Certificate Holder and which should be furnished to the State Bar of Texas prior to the commencement of the awarded contract. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The State Bar may withhold payments under the terms of the awarded contract until the vendor furnishes the State Bar copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

E. Renewal and Cancellation

New Certificates of Insurance shall be furnished to the State Bar at the renewal date of all policies named on these Certificates. Vendor shall give the State Bar thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

F. Indemnification

To the extent permitted under the Constitution and the laws of the State of Texas, vendor agrees to indemnify and hold harmless the State Bar and all of its directors, officers, employees, and agents from all suits, actions, claims or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of vendor or vendor's personnel, if any, or its agents or employees whether occurring during the performance of the services under the awarded contract or in the execution of the performance of any of its duties under contract.

SECTION 8. COST PROPOSAL FORM

Services

Service	Aggregate Per Hour	Aggregate Per Month	Aggregate Per Year
Day Porter	\$	\$	\$
Night Crew	\$	\$	\$
Total	\$	\$	\$

Cleaning Supplies Price List

Cleaning Supplies	Cost Per Month
Tri-fold paper towels, per case Cottonelle toilet tissue, per case Bathroom air deodorizer, per unit or pack Trash bags, large Trash bags, small	

SECTION 9. DEVIATION FORM

***All Deviations to Any Portions of This RFP and the Sample Contract
Must Be Noted On This Form and Included in any Proposal***

All proposed deviations by the vendor to the specifications and terms and conditions of this RFP and provisions of the Sample Contract must be noted on this Deviation Form. In the absence of any entry on this Deviation Form, the vendor assures the State Bar of its full agreement and compliance with all specifications and terms and conditions of this RFP, and all provisions of the Sample Contract. This Deviation Form must be signed by a representative of the vendor who is duly authorized to contractually bind the vendor.

RFP DEVIATIONS		
Section Number	Page Number	Deviation
SAMPLE CONTRACT DEVIATIONS		
Section Number	Page Number	Deviation

Vendor: _____ By: _____ Date: _____
Name:
Title:

SECTION 10. CERTIFICATION AND SIGNATURE PAGE

This submission of proposal in response to the State Bar of Texas RFP Reference No. 2024-PF01 is guaranteed as an irrevocable offer commencing on the deadline date for submission of proposals and continuing for a period of one hundred twenty days.

By signing this document, Vendor agrees to provide the items and services described in its proposal and certifies as follows:

1. That all terms and conditions listed in or made a part of this RFP, including this document, will be met.
2. That Vendor has not given, offered to give, nor intends to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service or other inducement to a public servant in connection with the submitted offer.
3. That no employee of the State Bar has a direct interest in the proceeds from any contract awarded as a result of this RFP, and that no employee of the State Bar is related within the second degree of consanguinity or affinity to anyone who has a direct interest in the proceeds of any contract awarded as a result of this RFP.
4. That Vendor, its owner(s), officers, directors, or personnel have not been employed by the State Bar at any time within the two years preceding the submission of Vendor's proposal except as noted below:

Name	Dates of Employment with the State Bar	Position Held at the State Bar	Annual Rate of Compensation at Termination of Employment

5. That Vendor and its principals are eligible to participate in this transaction under all laws and regulations of any federal, state, or local governmental body or agency.
6. That Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
7. That Vendor and its principals are not eligible to receive the specified payment under Tex. Family Code Section 231.006 (relating to child support) and that any contract awarded pursuant to this RFP may be terminated and/or payment may be withheld if such certification is inaccurate.
8. That neither Vendor nor its principals have been found guilty of unfair business practices in a judicial, state, or federal agency proceeding during the year immediately preceding the submission of Vendor's proposal.

9. That neither Vendor nor its principals, nor anyone acting on their behalf, has violated state or federal antitrust laws.

10. That Vendor has disclosed to the State Bar any existing or potential conflict of interest relative to the performance of this contract, and that failure to make such disclosure will be grounds for termination of any contract awarded pursuant to this RFP.

11. That Vendor nor anyone acting on its behalf have communicated its bid or proposal pursuant to this RFP directly or indirectly to any competitor or any other person engaged in providing the same or similar services provided by Vendor.

Vendor:

Name of Company

Number & Street Address

_____, _____
City State Zip Code

Telephone Number

Facsimile Number

By my signature, I represent that I am duly authorized to legally and contractually bind the vendor named above.

By: _____
Signature

Name: _____
(Typed or printed)

Title: _____
(Typed or printed)

SECTION 11. SAMPLE CONTRACT

State Bar of Texas Janitorial Services Contract

This Contract for Janitorial Services is entered into by and between the State Bar of Texas (the State Bar) and _____ (Contractor) to be effective as of February 1, 2018.

1. Scope of Services

Contractor will provide the janitorial services and supplies as set forth in Attachments A, B, and C, incorporated herein by this reference (the Contract Services). Contractor shall provide the Contract Services substantially with its own personnel and resources. Contractor will not subcontract any portion of the Contract Services without the prior written approval of the State Bar, subject to such conditions as the State Bar may require.

2. Changes to Scope of Services

The State Bar may request additions, deletions, or changes to the Scope of Services throughout the term of this Contract. Such changes shall be effective only upon a written change order signed by each party. The change order shall describe the services to be added, deleted, or changed, and shall state any changes in the Service Rates, if any.

3. Term of Contract and Renewals

The initial term of this Contract shall be one (1) year beginning on its effective date and ending on February 1, 2019. The State Bar, in its sole discretion, shall have two (2) consecutive options to extend the term for additional one (1) year term upon written notice delivered to Contractor at least thirty (30) days prior to the termination of the initial or renewal term of this Contract respectively.

4. Service Rates, Supplies Pricing and Invoicing

(A) The State Bar shall pay Contractor for the Contract Services in accordance with the rates set forth on Attachment D, incorporated herein by this reference.

(B) The State Bar shall reimburse Contractor for supplies provided under this Contract in accordance with the prices set forth on Attachment E, incorporated herein by this reference.

(C) Contractor shall invoice the State Bar monthly for services performed under this Contract. Such monthly invoice shall state the services provided, the names of the individuals who provided the service, the dates such services were provided, and the total amount per individual performing such services. Payment will be made within thirty (30) days of the State Bar's receipt of such monthly invoice. Late payments will bear interest at the rate of 1% per month (12% APR).

(D) Contractor shall invoice the State Bar monthly for supplies provided under this Contract. Such invoice shall list the supplies provided, the quantity of such supplies provided, the date such

supplies were purchased, and the cost of such supplies to Contractor. Payment will be made within thirty (30) days of the State Bar's receipt of such monthly invoice. Late payments will bear interest at the rate of 1% per month (12% APR).

(E) All invoices shall be sent to:

State Bar of Texas
Attn: Facilities Dept
PO Box 12487
Austin TX 78711-2487

(F) Contractor will not be entitled to any compensation or reimbursement other than expressly provided in this Contract.

5. Independent Contractor

(A) Contractor is an independent contractor and, as such, is free of control and supervision by the State Bar as to the means or manner of performing all work and/or services hereunder, the State Bar having contracted herein solely for the result of such work and/or services. The actual performance and supervision of all work and/or services performed hereunder and all materials furnished shall be by the Contractor.

(B) The State Bar's compensation to the Contractor shall be inclusive of all overhead, general and administrative expenses, fully loaded labor rates (inclusive of all applicable taxes and social welfare payments), turnover and income taxes, vehicles, transportation, meals, and miscellaneous expenses, unless otherwise specified in this Contract. All personnel and labor furnished by the Contractor hereunder are either employees of the Contractor or independent contractors, and none are or shall be deemed employees of the State Bar.

(C) Contractor shall be responsible for payment of all federal, state, local, or other applicable payroll taxes and make the required contributions for unemployment insurance, pensions, annuities and other retirement benefits, as applicable (including, by way of example and not limitation, income tax, FICA and Medicare withholding; disability or sickness benefit taxes, contributions or payments; and worker's compensation payments, assessments or penalties) imposed or assessed under any provision of any law and measured by wages, salaries or other remuneration paid by the State Bar and/or which may be due from Contractor engaged in the work and/or services performed hereunder. Contractor agrees to indemnify the State Bar for any taxes levied against the State Bar, and other expenses incurred by the State Bar, including reasonable attorney's fees and court costs, as a result of Contractor's failure to comply with this Contract provision.

(D) Contractor and/or the individuals performing the Contract Services shall not be entitled to any benefits that would otherwise accrue if Contractor and/or the individuals performing services hereunder were employees of the State Bar.

6. Contractor Personnel

(A) Contractor agrees that any individual provided by Contractor to perform the Contract Services are subject to approval by the State Bar in its sole discretion. Failure of Contractor to discontinue the use of any individual in providing the Contract Services upon the request of the State Bar shall be cause for immediate termination of this Contract by the State Bar without prior notice.

(B) The services of any individual provided by Contractor to perform the Contract Services are the direct responsibility of Contractor, and Contractor agrees to indemnify and hold harmless the State Bar, its employees, officers, directors, and agents from any claim or liability arising from the negligent acts of Contractor, its employees or agents provided by Contractor to perform the Contract Services.

(C) Contractor's personnel will perform the Contract Services in accordance with applicable professional standards, consistent with the standards of reasonable due care. At all times while on State Bar property, Contractor's personnel will conduct themselves with decorum and in a manner consistent with State Bar policies.

(D) Upon request by the State Bar at any time during the term of this Contract, Contractor shall provide the State Bar with proof that criminal history checks have been conducted on Contractor's personnel or any subcontractor's personnel provided by Contractor to perform the Contract Services in accordance with applicable Texas law. Failure of Contractor to provide such proof upon the request of the State Bar shall be cause for immediate termination of this Contract by the State Bar without prior notice.

7. Authorization to Withhold Payments

The State Bar may withhold payments to Contractor under this Contract to protect itself from deficiencies, loss, or third party claims on account of:

(A) defective work or material not remedied;

(B) claims filed or reasonable evidence indicating probable filing of claims, including any claims by Contractor's lending institution or lien holder that affect this Contract;

(C) failure of Contractor to make payment properly equipment and material suppliers, shippers, or laborers;

(D) property damage or physical injury sustained by the State Bar or any State Bar director, officer, employee, or other State Bar contractor, or any third party; or

(E) a violation of or failure to comply with any federal, state, or local law or regulation, or provision of this Contract.

8. Jobsite Inspection

Contractor acknowledges that its representatives have inspected the State Bar facilities where the Contract Services are to be performed, and clearly understands its obligations, the jobsite conditions, and any hazards that may affect Contractor's performance.

9. Insurance

(A) At all times throughout the term of this Contract, Contractor will maintain insurance, and cause any subcontractors providing the Contract Services to maintain insurance, at its sole cost and expense, specified on Attachment E with the coverage and limits specified on Attachment E, and to protect and insure the State Bar and Contractor against any claim for damages arising in connection with Contractor's and its personnel's responsibilities and provision of the Contract Services.

(B) Contractor shall provide the State Bar with immediate written notice of cancellation of, or material change in, any required coverage. In the event that any of the coverage is canceled by the insurer for any reason, Contractor shall obtain replacement coverage acceptable to the State Bar no later than fifteen (15) business days after the cancellation of coverage. If Contractor fails to maintain the required coverage, the State Bar shall have the right, without obligation, to secure such insurance in the name and for the account of the State Bar of Texas, the cost of which shall be borne by Contractor.

10. Compliance

(A) Contractor will comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to Contractor with respect to performing the Contract Services as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract, including but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and prevailing wage rates. The State Bar reserves the right, in its sole discretion, to unilaterally amend this contract throughout its term to incorporate any modifications necessary for State Bar's or Contractor's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines. Upon request, Contractor will provide the State Bar with adequate evidence of compliance with applicable laws, rules, regulations and ordinances.

(B) Contractor will indemnify and hold harmless the State Bar against any claim arising from violation of any law, ordinance or regulation by Contractor and its employees or agents. Except where expressly required otherwise by applicable laws and regulations, the State Bar shall not be responsible for monitoring Contractor's compliance with any laws or regulations.

11. Default by Contractor

(A) In the event Contractor materially fails to perform the Contract Services in accordance with this Contract, or fails to comply with a material provision of this Contract, the State Bar shall send notice, specifying such failure, to Contractor in writing or by facsimile. If Contractor fails to

commence to remedy such failure within ten (10) days of the date of notice and to diligently continue such efforts until the failure is remedied, Contractor shall be deemed to be in default under this Contract.

(B) Without limiting in any way other actions or rights of the State Bar set forth in this Contract, in the event Contractor is in default under this Contract, the State Bar may, without prejudice to any right or remedy available to it, terminate this Contract upon three (3) days notice, in writing or by facsimile, to Contractor.

12. Default by the State Bar

(A) In the event the State Bar materially fails to perform its obligations under this Contract, Contractor shall send notice, specifying such failure, to the State Bar in writing or by facsimile. If the State Bar fails to commence to remedy such failure within ten (10) days of the date of notice and to diligently continue such efforts until the failure is remedied, the State Bar shall be deemed to be in default under this Contract.

(B) Without limiting in any way other actions or rights of Contractor set forth in this Contract, in the event the State Bar is in default under this Contract, Contractor may, without prejudice to any right or remedy available to it, terminate this Contract upon three (3) days notice, in writing or by facsimile, to the State Bar.

13. No Waiver

A party's failure to require the strict performance of any term, covenant, or condition (each such term, covenant, and condition being a "provision") or to exercise an option, right, power, or remedy will not be deemed to be a waiver or a relinquishment any such provision, option, right, power, or remedy. A party's waiver of a provision will not be enforceable or binding on such party unless it is in writing. If a party waives its rights of redress following an act or omission that constitutes a default or breach of this Contract, such party may elect not to waive its rights of redress following a subsequent identical or similar act or omission.

14. Termination

Either party may terminate this Contract for convenience upon ninety (90) days written notice to the other.

15. Force Majeure

A delay in or failure of performance of either Contractor or the State Bar shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by acts of God, acts of war, whether or not declared, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes, whether or not of the class or kind specifically named above, not within the reasonable control of the party affected and without the fault of the affected party and which, by the exercise of reasonable diligence, said party is unable to prevent, avoid or remove. Prompt, written notice of the existence of such occurrences shall be given to the

other party by the party relying on such occurrences. Further, the party relying on such occurrences shall use all reasonable dispatch to remedy it.

14. Confidential Information

(A) In the course of performing the Contract Services, Contractor and/or its personnel or agents may come into possession of confidential information, trade secrets, or other legally protected private information. Contractor and its personnel will maintain the confidentiality and privacy of such information and will not disclose any such information to any third party.

(B) Contractor will indemnify and hold harmless the State Bar against any claim arising from the wrongful disclosure of such information by Contractor or its personnel or agents.

15. Publicity Concerning Contract

Absent written approval by the State Bar, Contractor will not use the award of this Contract by the State Bar to promote Contractor's business or services in any way or through any medium.

16. Indemnification

Contractor hereby assumes liability for and agrees to indemnify, defend, protect, save and hold harmless the State Bar, its officers, agents, subcontractors, employees, and clients from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of any act or omission of the Contractor, or its respective officers, employees, or agents.

17. Governing Law and Venue

This Contract and any addendum thereto, and any disputes arising concerning this Contract or the Contract Services shall be governed by the laws of the State of Texas. Should a dispute arise concerning the terms of the Contract or any addendum thereto, or the Contract Services, Contractor and the State Bar agree that any lawsuits or contested actions shall be brought in Travis County, Texas.

18. Entire Agreement and Modifications

This Contract is the final, complete, and exclusive agreement of the parties regarding the subject matter of this Contract. This Contract supersedes all prior and contemporaneous agreements, representations, and understandings regarding the subject matter of this Contract. No modification of this Contract will be binding on the parties to it unless contained in a writing signed by the parties.

19. Assignments and Successors

(A) Neither party may assign its rights, duties, or obligations under this Contract to any other person or entity without the express written consent of the other party.

(B) This Contract will be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

20. Severability

The invalidity or unenforceability of one or more covenants, terms, or conditions in an Operative Document will not affect the remainder of such Operative Document.

21. Notices

For purposes of this Contract, as of the Effective Date, the following shall be considered proper notice addresses for each party:

Contractor:

<name of Contractor>
<address>
Facsimile Number: *<fax number>*
Attention: *<contact person>*

The State Bar of Texas:

State Bar of Texas
1414 Colorado Street
Austin, Texas 78701

Facsimile Number: _____
Attention: _____

With Copy To:
Executive Director
State Bar of Texas
1414 Colorado Street, Suite 300
Austin, Texas 78701

Facsimile Number: (512) 427-1508

THIS CONTRACT IS DULY EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE EFFECTIVE DATE SPECIFIED HEREIN.

<NAME OF CONTRACTOR>

THE STATE BAR OF TEXAS

By: _____

By: _____

Name Typed or Printed

Name Typed or Printed

Title

Title