

TRINITY BASIN PREPARATORY



REQUEST FOR BID

District Nightly Cleaning Services

#SY22 - 8



TABLE OF CONTENTS

| | |
|--|-----------|
| PART I – General Information..... | 3 |
| 1.1 – Background..... | 3 |
| 1.2 – Funding | 3 |
| 1.3 – Services Solicited..... | 3 |
| 1.4 – Offeror Eligibility | 5 |
| 1.5 –Dates and Amendments | 5 |
| 1.6 – Format And Submission | 6 |
| 1.7 – Withdrawal/Alteration | 7 |
| 1.8 – Selection..... | 7 |
| 1.9 – Rejection | 7 |
| 1.10 – Public Information | 8 |
| 1.11 – Procurement Conditions/General Terms..... | 8 |
| PART II – Content..... | 10 |
| 2.1 – Scope of Work | 10 |
| 2.2 – Payment Terms & Conditions..... | 17 |
| 2.3 – Warranty Regarding Price..... | 17 |
| 2.4 – Insurance Requirements..... | 18 |
| 2.5 – Attachments | 19 |
| PART III – Evaluation | 21 |
| 3.1 – Criteria | 21 |
| 3.2 – Responsive/Responsible Respondents | 21 |
| 3.3 – Rubric..... | 21 |
| 3.4 – Representations of Offeror..... | 22 |

PART I – General Information

1.1 – BACKGROUND

Trinity Basin Preparatory (“TBP”) is a free public charter school that serves students in Dallas, Fort Worth, and Mesquite in grades PK3-8th. At Trinity Basin Preparatory, we believe every child can succeed, and our teachers, staff, and administrators are all dedicated to that success. We strive to provide a well-rounded and rigorous education to our students focusing on core academic areas and holding our students to high expectations.

Pursuant to Texas Government Code § 2269.053, the Board of Directors has delegated its full authority under Chapter 2269, including vendor selection and approval, to the Superintendent or designee or a committee formed by the Superintendent or designee.

1.2 – FUNDING

Trinity Basin Preparatory is a 501(c)(3) non-profit organization. Funding for TBP operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

TBP operates on a fiscal year that ends on August 31st. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.3 – SERVICES SOLICITED

Trinity Basin Preparatory is soliciting services from experienced cleaning contractors to perform nightly cleaning services at (7) of its instructional facilities and (2) of its non-instructional facilities throughout the District. Ideally, this contractor will have prior experience cleaning educational facilities and is knowledgeable regarding best practices pertaining to cleaning chemicals at schools. Contractor is to verify square footage of all cleaning spaces prior to submitting bids.

At TBP’s discretion, and based on bids submitted, TBP has the right to award offeror by region or the district as a whole. Please submit bids detailing cost per campus or district facility & respective region.

On-site visits are mandatory prior to submitting bids and can be scheduled with the site contact below.



| Region | Campus | Address | Total Approx sq. footage | Contact Info to Schedule Site Visits |
|-------------|----------------------|---|--------------------------|---|
| Mid-Cities | Central Admin Office | 2730 N. Hwy. 360 Grand Prairie, TX 75050 | 24,944 | Diana Vasquez dvasquez@trinitybasin.net Phone: (214) 946-9100 ext.1002 |
| Mid-Cities | IT Warehouse | 805 Avenue H #506 Arlington, TX 76011 | 8,268 | Diana Vasquez dvasquez@trinitybasin.net Phone: (214) 946-9100 ext.1002 |
| East Region | Mesquite | 2901 E. Meadows Blvd Mesquite, TX 75150 | 72,871 | Mario Gutierrez mgutierrez@trinitybasin.net Phone: (469) 401-1932 |
| East Region | Jefferson | 855 E. 8 th St. Dallas, TX 75203 | 73,708 | Mario Gutierrez mgutierrez@trinitybasin.net Phone: (469) 401-1932 |
| East Region | Ewing | 808 N. Ewing St. Dallas, TX 75203 | 32,500 | Mario Gutierrez mgutierrez@trinitybasin.net Phone: (469) 401-1932 |
| East Region | 10 th St. | 876 W. 9 th St. Dallas, TX 75208 & 831 W. 10 th St. Dallas, TX 75208 | 39,828 | Mario Gutierrez mgutierrez@trinitybasin.net Phone: (469) 401-1932 |
| East Region | Ledbetter | 2524 W. Ledbetter Dr. Dallas, TX 75233 (INCLUDES BUILDING #5 &6) | 63,311 | Mario Gutierrez mgutierrez@trinitybasin.net Phone: (469) 401-1932 |
| West Region | Panola | 4400 & 4401 Panola Ave. Fort Worth, TX 76103 | 74,898 | Edgar Sanchez-Martinez esanchezmartinez@trinitybasin.net Phone: (956) 532-7768 |
| West Region | Pafford | 101 E. Pafford, 120 W Fogg St., & 412 | 110,000 | Edgar Sanchez-Martinez |



| | | | | |
|--|--|----------------------------------|--|---|
| | | W. Bolt St. Fort Worth, TX 76110 | | esanchemartinez@trinitybasin.net Phone: (956) 532-7768 |
|--|--|----------------------------------|--|---|

1.4 – OFFEROR ELIGIBILITY

Offerors who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond. An offeror must affirmatively demonstrate its responsibility. An offeror, by submitting a response, represents to TBP that it meets the following requirements:

- Possesses or is able to obtain adequate financial resources as required to perform under this solicitation;
- Is able to comply with the required or proposed solicitation requirements;
- Has a satisfactory record of integrity and ethics;
- Is otherwise qualified and eligible to receive an award;
- Is in good standing with applicable national or state associations.

TBP seeks to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. The term “minority business enterprise” means a business at least 51 percent of which is owned, controlled and managed by minority group members. TBP will take all necessary affirmative steps to assure that it uses minority businesses, women's business enterprises, and labor surplus area firms whenever possible.

1.5 – DATES AND AMENDMENTS

A solicitation packet will be available April 21st, 2022 at TBP’s Central Office located at 2730 N. Hwy. 360, Grand Prairie, Texas 75050 and on our website at the following link <https://www.trinitybasin.com/rfp>. The vendor is responsible for obtaining any updates or amendments from the website.

Any information given to one prospective offeror will be furnished to all prospective offerors as an amendment if such information is necessary to offerors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed offeror. A functional area expert or a day-to-day contract administrator or manager for Trinity Basin Preparatory may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other TBP employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. If an offeror acts on the guidance of a TBP employee that is not authorized to make changes, the offeror does so at its own risk or peril.



Listed below are the scheduled activities related to this solicitation:

| ACTIVITY | DATE |
|---------------------------------|--------------------------------|
| Publication of solicitation | 04/21/2022 |
| Response due | 05/5/2022 12:00 PM noon CST |
| Estimated notification of award | 05/19/2022 |
| Estimated contract start date | 6/1/2022 |

All responses will be received and opened publicly at the time and place prescribed. Names and monetary proposals of offerors will be read aloud. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but TBP’s records are a matter of public record.

1.6 – FORMAT AND SUBMISSION

Responses shall be submitted in an envelope marked on the outside with the offeror’s name, address and **“SY22 –8 District Nightly Cleaning Services”**.

Please submit one (1) original and two (2) copies of the response to:

Trinity Basin Preparatory
Chaz D. Munoz
Director-School Operations
cmunoz1@trinitybasin.net
2730 N. State Hwy. 360
Grand Prairie, TX 75050

Trinity Basin Preparatory will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Responses must be received in time to be time-stamped at the above location. Trinity Basin Preparatory is not responsible for mail service. To submit a response via mail, all documents must be returned, and an original signature provided on the offer form. Responses will not be accepted in either format without a signature. All responses must be submitted with any other requested documents/information as set forth in this solicitation. Any response submitted that is incomplete will be disqualified. Responses submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

Responses must be delivered to and received prior to the deadline and to the address noted above. There will be no exceptions. Responses received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted, no exceptions.

If you have any questions regarding this process, please contact our central admin office at (214) 946-9100

1.7 – WITHDRAWAL/ALTERATION

Responses may be modified or withdrawn prior to the submission date. No response may be withdrawn for a period of sixty (60) calendar days after the submission date unless there is a material mistake. Responses may be withdrawn only by delivery of a written request to TBP prior to the specified deadline time/date stated for submission. The authorized signatory must sign such requests.

Offerors must submit written requests to change any specifications/conditions with their response. *Changes made without submission of a written request to the response will result in disqualification.*

1.8 – SELECTION

TBP will consider all responses to the solicitation to the maximum extent practical. TBP may select the responsible offeror whose proposal is most advantageous to TBP based on selection criteria and on ranking evaluation. It may be necessary for TBP to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

An award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification; however, TBP reserves the right, in its sole discretion, to conduct interviews to assist in a complete and thorough evaluation of the responses. If interviews will be conducted, offerors will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for offerors to demonstrate their qualifications and/or ability to meet TBP's solicited requirements.

TBP may first attempt to negotiate a contract with the selected offeror. TBP may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If TBP is unable to reach a contract with the selected offeror, TBP may formally end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all responses are rejected.

TBP reserves the right to request Best and Final Offers (BAFO) from all responsive offerors. Notice of the BAFO will be sent to the offerors by the issuing Department. The BAFO will allow the offerors to modify their initial offer and/or include any added inducements that will improve the overall score in accordance with the evaluation criteria. Upon receipt of the BAFOs, the evaluation committee will review and score in accordance with solicitation specifications.

1.9 – REJECTION

TBP makes no representation of any kind that an award will be made as a result of this solicitation or for the project. TBP reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies in a response, or reissue this solicitation or delete any items/requirements from this solicitation when deemed to be in TBP's best interest.

Responses may be rejected, among other reasons, for any of the following specific reasons:



- Received after the time limit for receiving responses as stated in the advertisement.
- Response containing any irregularities.
- Unbalanced value of any items.

Offerors may be disqualified, and their responses not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the offerors.
- Reasonable grounds for believing that any offeror is interested in more than one proposal for the work contemplated.
- The offeror being interested in any litigation against TBP.
- The offeror being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of TBP will prevent or hinder the prompt completion of additional work if awarded.

1.10 – PUBLIC INFORMATION

Prospective offerors are hereby notified that TBP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

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

Upon execution of a final agreement, TBP will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Offerors will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.11 – PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the TBP's procurement policies and general terms as follows:

- A response does not commit TBP to award a purchase agreement or a contract. TBP does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by TBP.
- TBP reserves the right to accept or reject any or all responses received, to cancel or extend in part or in entirety this solicitation, waive technicalities, or make multiple or partial awards where determined to be in the best interest of TBP.

- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this solicitation.
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this solicitation.
- Responses received will become a part of TBP's official files without further obligation to the offerors.
- The contents of a successful response may become a contractual obligation if selected for funding. Failure of the offeror to accept these obligations can result in cancellation of an award or purchase agreement. TBP reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this solicitation or if adequate funding is not received.
- TBP reserves the right to contact any individual, agency, or employers listed in the response, to contact others who may have experience and/or knowledge of the offeror's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all offerors.
- Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of TBP, or to any consultant, employee, or member of TBP for the purpose of or having the effect of influencing favorable disposition toward their own response or any other response submitted hereunder.
- No employee, officer or member of TBP shall participate in the selection, development of a response to this solicitation, award or administration of a contract supported by the solicitation if a conflict of interest, real or apparent, would be involved.
- Offerors shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a offeror's response to be rejected.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PART II – Proposal Content

The specifications that follow are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by TBP. Responses will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. TBP reserves the right to waive any irregularities and to make the award in the best interests of TBP.

For this reason, vendors are discouraged from describing and deviations simply as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit with their response. Failure to do so may result in the rejection of the response and/or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the response document.

2.1 – SCOPE OF WORK

Specifications:

These specifications request cleaning services such as vacuuming, sweeping, mopping, wiping, dusting, sanitizing, emptying, spraying, moving, polishing, buffing, and unloading and all types of custodial services typically rendered in a school setting. These services include removing trash and replacing trash bags, as well as replacing paper products (paper towels, toilet paper, etc.), soap, and cleaning supplies as appropriate. These specification requests the stated cleaning services for all floors of all TBP space, including classrooms, offices, gymnasiums, libraries, cafeterias, stairwells, landings, corridors and halls, windows, interior and exterior doors, fixtures, glass, mirrors, shades, desks and other furniture, instructional and non-instructional equipment, restrooms and related lavatory units.

In addition, the contractor will also be responsible for keeping Material Safety Data Sheets (MSDS) appropriately labeled and logged in at each custodial closet used by the contractor. Once the MSDS sheets are full they should be given to TBP’s designee to keep on file.

General: These specifications outline that the following duties are covered under the contract and should be cleaned as outlined in the cleaning schedule.

Nightly General Cleaning:

- Empty wastebaskets
- Dust all horizontal surfaces
- Dust high areas and blinds as needed
- Spot clean walls as needed
- Damp wipe desks/tabletops with virucide spray.
 - Wipe off any additional residue after desk is disinfected.
- Clean and sanitize drinking fountains
- Wipe down and disinfect door handles, push plates and all high touch areas
- Replace trash can liners

- Spot clean trash cans as needed
- Clean elevators and controls
- Sanitize handrails

Nightly Restroom Cleaning and Sanitizing:

- Clean mirrors and bright work
- Clean and sanitize sinks, toilets and urinals
- Empty waste receptacles including feminine napkin holders.
- Restock toilet paper/hand towels and soap
- Sweep and wet mop restroom floors
- Spot clean stall partitions
- Wipe down dispensers (soap, paper towel, etc)

Nightly Floor Maintenance:

- Sweep and mop lobbies
- Sweep and mop all VCT-tile and or concrete flooring
- Sweep and mop cafeteria and gym spaces
- Vacuum all carpets and mats
- Sweep any interior stairs
- Schedule nightly floor work in cafeteria and gym around school events

Nightly Glass Cleaning:

- Entrance door glass
- Door glass to all classrooms and offices

Nightly Closing instructions:

- Check that all furniture is neatly arranged
- Clean all drinking fountains
- Lock all interior and exterior doors
- Check that all restrooms are fully stocked
- Shut off lights and alarm all areas

Weekly Duties:

- All tile to be cleaned and buffed
- Dust window seals, ledges, wall hangings
- Wipe inside of trash cans

Monthly Duties:

- High dusting of light fixtures, air vents, corners of ceilings, etc.
- Remove dead insects or other debris within light bulb or fixture coverings.
- Low cleaning of baseboards and corners
- High-speed cleaning/buffing on all VCT tile and concrete floors
- Clean exterior glass

Annual Duties:

- Complete strip and wax of all VCT Floors. Seal and polish and concrete.
- Deep clean all carpet, entry mats, and classroom rugs

DAILY CLEANING SPECIFICATION FOR SCHOOLS

These specifications are intended to set forth the requirements of the cleaning contract for an adequate level of cleaning under normal conditions and building use, traffic area density and soil load. It is expected that weather conditions and other factors may at time impose a greater or lesser cleaning requirement and at such time TBP leaders will decide between a balance of general cleaning levels throughout the building to cope with abnormal circumstances or to authorize additional cleaning as required. During all cleaning services provided, the vendor should follow safety precautions and post signs of wet floors and other potential safety hazards.

1) ALL OFFICES, CLASSROOMS, LABS, MEDIA CENTERS, LIBRARIES

- Empty and remove trash in waste receptacles.
- Move to a collection point and dispose of in proper disposal container or dumpster.
- Damp wipe waste receptacles inside and out to remove soil.
- Replace plastic trash liners.
- Spot clean glass in doors and partitions and on the inside of windows to remove smudges.
- Dust mop smooth floors with a treated dust mop, sweep rough wood or concrete floors to include corners, baseboards and inaccessible areas such as behind furniture, etc. Student desks and chairs may need to be moved to properly clean rooms.
- Mop floors, except in carpeted areas with a general-purpose disinfectant cleaner.
- Clean sinks and fountain fixtures. Replenish paper towels and soap dispensers.
- Clean bathrooms. See Specifications for Bathrooms for additional requirements.

2) LIMITED CLEANING AROUND COMPUTER TABLES/COMPUTER TERMINALS

- Use a feather duster to dust computers, screens, towers and a damp cleaning cloth to wipe computer tables.
- Don't move or disturb any paperwork left on computer tables. Dust around paperwork.
- Do not attempt to clean the computer equipment keyboards and cabling. Do not clean computer equipment that is operating or left in the "on" position. Never unplug a computer power cord for any reason.

3) CAFETERIA, LUNCHROOMS, GYMS, MULTI-PURPOSE ROOMS

- Empty and remove TBP trash waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Area around disposal containers or dumpsters shall be kept clean and free of debris. Damp wipe waste receptacles inside and out, as needed, to remove soil. Replace plastic liners in receptacles.

4) ENTRANCES, LOBBIES AND HALLWAYS

- Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out to remove soil. Replace plastic liners when used in waste receptacles.
- Clean smudges and soil from glass in partitions.
- Thoroughly vacuum and spot clean all stains on all mats and carpeted areas. Dust mop smooth floors with treated dust mop. Damp/wet mop nightly.
- Spot clean finger marks and smudges on walls, door facings and doors.
- Entry doormats are to be shaken out, spot cleaned and vacuumed.

5) STAIRWAYS/RAMPS/SAFETY

- Dust handrails and any windowsills and ledges. Dust mop stairs using a small, treated dust mop. If soil is heavy or abrasive, use a broom. Follow up with a dust mop finish. Wet mop as necessary due to soil conditions but at least once a week.
- Mop stair treads using a damp cotton mop.
- All safety procedures such as caution signs, ventilation, lockout, tag out procedures are to be followed when the type of work requires.

6) OFFICES, TEACHERS' LOUNGES AND CONFERENCE ROOMS

- Empty, separate, and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out to remove soil. Replace plastic liners when used in waste receptacles.
- Clean all bathrooms in accordance with the Bathroom Cleaning Procedures.
- Dust mop smooth floors with treated dust mop. Damp/wet mop as needed.
- Rearrange furniture as needed.
- Clean telephones wiping the mouthpiece, the grip and the earphone with a detergent disinfectant.
- With a damp cloth remove fingerprints and smudges from conference room tables.
- Clean and wash all tables and counters used for eating or preparation of food.
- Clean kitchen areas and replace paper towels and soap dispensers.
- Dispose of all food items left out that are spoilage prone.
- Clean/wipe out staff microwave.
- Dust on top of refrigerators.

7) RESTROOMS

- Restrooms will be thoroughly sanitized each evening.
- Check and refill toilet paper dispensers, paper towel dispensers, and soap dispenser with hypoallergenic, anti-bacterial soap
- Empty all waste receptacles, remove waste, including stall disposal receptacles, to a collection point and dispose of in the proper disposal containers or dumpsters. Replace with clean liners.

- Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and under sides), and urinals inside and out. Leave toilet seats up after cleaning.
- Damp-wipe all partitions with disinfectant. Spot-clean all walls. Remove all graffiti on all walls, stalls, and other surfaces.
- Sweep and wet mop floors with a disinfectant cleaning agent.
- Report any damage, hazardous conditions, or vandalism to supervisor.

8) NURSES' OFFICES, REST CUBICLES AND BATHROOMS

- Nurses office/room shall be cleaned with an anti-bacterial cleaning agent and maintained in a sanitary condition.
- Refuse should be discarded of properly and waste receptacles must be disinfected nightly. Waste receptacles liners are to be replaced nightly and doubled.
- Sweep and mop floors with a disinfectant-cleaning agent.
- Wash tables/desk/chairs/leg couches.
- Clean fountain fixtures and sinks. Replace paper towels and replenish soap dispensers.

Miscellaneous:

Promptly respond to, clean and disinfect areas contaminated with bodily fluids using appropriate cleaning products and precautions.

*****Submit separate pricing for Day-Porter request services during the 1st shift in midst of an TBP employee absence. (This will be included in the contract)***

******Additionally, provide a cost for electrostatic spraying per facility using your equipment and chemical. (This will be an independent contract since the days could be subject to change based off COVID cases.)***

Employees performing services under the contract shall be selected by and supervised by the vendor who shall function as an independent contractor to the school. Supervisors should be readily available to communicate with TBP's Lead Technician, Custodial Coordinator or the Director of School Operations to discuss work or concerns. Prior to the start of the contract, TBP must be provided with the names and copies of picture identification of each individual assigned to fulfill the detailed scope of work at TBP by the Contractor.

Materials and Cleaning Supplies –

- The contractor is responsible for providing materials and chemicals.
- TBP will be responsible for the following items: Trash liners, paper towels, toilet paper, soap and hand sanitizer



HOURS AND DAYS SERVICES ARE TO BE PERFORMED

- Services are to be performed between the hours of 6:00 PM and 12:00 AM. Any minor adjustment call-back services will be performed during regular hours. Awarded contractor is responsible for not interfering with normal flow of business. **If your company will need additional time outside of this range, please notate that in your submission packet.**
- Outside Regular Hours – Any services performed outside of regular work hours will need to be approved by the contract manager and will be paid at hourly rate stated in the price sheet.
- Frequency of Service: Monday - Friday.
- HOLIDAYS: The holidays observed by the State are listed on the attached “Holiday Schedule.” TBP does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by the state or the Contractor, then Contractor shall fulfill obligations at NO additional expense to TBP.
- The awarded contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. Awarded contractor or a representative of awarded contractor’s company must be available at all times.

Provide name(s) and number(s) below:

Respondent Representative

Phone Number

Cell Number

TERM OF CONTRACT

Initial Contract Term: The initial term of Contract is from date of award – 08/31/2023 with two (1) one-year renewal options.

Initial term: date of award - 08/31/2023

1st renewal: 09/01/2023 - 08/31/2024

2nd renewal: 09/01/2024 - 08/31/25

CONTRACTOR'S PERFORMANCE:

All work performed under this contract shall be in accordance with this contract, local codes and ordinances and any other authority having lawful jurisdiction. It is important that the contractor performs all duties as stated. Failure to do so may result in cancellation of the contract.

Quality Assurance: TBP shall periodically communicate with the awarded contractor via telephone, email, and on-site visits to address questions, concerns or progress. At a minimum, TBP & the awarded contractor will have bi-weekly onsite visits at each location to discuss performance.

All services and deliverables must meet or exceed the required levels of performance specified in this solicitation.

Contractor will perform services in a skillful manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in this solicitation.

Within forty-eight (48) business hours, all performance issues reported to the awarded contractor shall be corrected. If requested by the TBP, the contractor shall provide a written report detailing the performance issue(s) and resolution. The TBP's contract manager will report/discuss performance deficiencies with the contractor and seek to achieve resolution of the issues with the contractor. The TBP contract manager will report the following compliance issues to TBP for resolution.

- A. Failure to reach agreement on corrective action.
- B. Failure to perform in accordance with corrective action plan.
- C. Numerous, repeated violations of this contract and corrective action plan(s).

Respondent warrants that deliverables developed and delivered under this agreement will meet the specifications as described in the agreement during the period following its acceptance by TBP, through the term of the agreement, including any extensions and/or renewals as provided in the agreement, which is subsequently exercised by TBP. Awarded contractor will promptly repair or replace any such deliverables not in compliance with this warranty at no charge to the TBP.

Property Damage: AWARDED CONTRACTOR will protect the TBP's real and personal property from damage arising from awarded contractor its agent's, employees' and sub-awarded contractor's performance of the Agreement. The awarded contractor will be responsible for any loss, destruction, or damage to the TBP's property that results from or is caused by Awarded contractor, its agents', employees' or subcontractor's negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the TBP, awarded contractor will notify the TBP contract manager or other designated staff. Subject to direction from TBP's designee, will take all reasonable steps to protect that property from further damage.

2.2 – PAYMENT TERMS & CONDITIONS

All responses shall specify terms and conditions of payment, which will be considered as part of, but not control, the award. The proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in the price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or “trigger” at which the increase would be effective.

TBP is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

It is the intention of TBP to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made. Payment will not be made by TBP until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with TBP Purchasing procedures, unless this provision is waived by TBP.

2.3 – WARRANTY REGARDING PRICE

The price to be paid by TBP shall be that contained in the response which the offeror warrants to be no higher than offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be

reduced to the offeror's current prices on orders by others, or in the alternative, TBP may cancel the contract without liability to offeror for breach or offeror's actual expense.

Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, TBP shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2.4 – INSURANCE REQUIREMENTS

Providing and maintaining insurance coverage is a material term of this solicitation. Offeror shall, at all times during the term of this award and at its sole expense, keep in full force and effect the following minimum limits of insurance:

- i) General Liability: Offeror shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Offeror or anyone directly or indirectly employed by Offeror. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- ii) Professional Liability: If Offeror performs licensed professional services, Offeror shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iii) Automobile Insurance: Offeror shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Offeror's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Technology Professional Liability Errors and Omissions: Offeror shall maintain coverage appropriate to Offeror's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Offeror in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well



as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of TBP in the care, custody, or control of Offeror.
2. ***Cyber Liability coverage*** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of TBP that will be in the care, custody, or control of Offeror.

Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.

- v) **Umbrella Insurance**: Offeror shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Offeror described in this Agreement. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- vi) **Workers’ Compensation**: Offeror shall obtain and maintain Workers’ Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers’ Compensation Act.

The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

The Offeror agrees to waive all right of subrogation against TBP, its officials, employees and volunteers for losses from work performed by Offeror for TBP. The Offeror shall hold TBP harmless from and indemnify it against all liability, including attorney’s fees, which may arise from and accrue directly from the performance of the work or any obligation of Offeror or failure of Offeror to perform any work or obligation provided for in this solicitation.

2.5 – ATTACHMENTS

The attachments listed below are required and should be included with the response. All forms must be signed and completed.

1. Proof of Insurance or Bonding
2. W-9
3. Attachment A – Questionnaire
4. Attachment B – Non-Collusive Bidding Certificate
5. Attachment C– Conflict of Interest Questionnaire



6. Attachment D – Felony Conviction Notice
7. Attachment E – Criminal History Review
8. Attachment F – Debarment and Suspension Certificate
9. Attachment G – Child Support Certification
10. Attachment H – EDGAR Certification

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PART III – Evaluation

3.1 – CRITERIA

Contract(s) will be awarded to the responsible offeror whose proposal is most advantageous to the TBP, with price and other factors considered.

TBP will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.2 – RESPONSIVE/RESPONSIBLE RESPONDENTS

TBP staff will review responses received to determine if they are responsive. For responses to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The response must have been submitted by the due date and time.
2. The response must be complete with the original signatures.
3. The response must be for the specific services requested and described in the solicitation packet.
4. The response must be submitted in the format described in the solicitation packet.
5. One original and two copies must be submitted.

All responses will be screened for inclusion of all required information prior to release to the evaluation team. TBP staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

3.3 – RUBRIC

TBP’s selection committee will rank responses in accordance with the criteria and values identified below. Importantly, TBP’s selection committee will select a response(s) based upon the offeror’s ability to perform the services, as set forth in this solicitation. TBP reserves the right to reject any response from an offeror who is in breach of contract or otherwise is not in good standing under any current or prior contract with TBP at the time of selection. In considering the criteria below, TBP will take into account the proposer’s demonstrated competence, qualifications, and past performance, among other pertinent considerations.

| CRITERIA | VALUE |
|--|-------|
| The price of the contract | 50 |
| Vendor’s experience cleaning educational facilities | 20 |
| The extent to which the vendor’s services meet the District’s needs. | 10 |

| | |
|---|------------|
| The long-term cost to TBP to acquire the vendor's goods or services | 10 |
| References | 10 |
| Grand Total | 100 |

3.4 – REPRESENTATIONS OF OFFEROR

By submitting this response, the offeror represents and warrants that:

1. Offeror is familiar with the requirements and has taken them into account in preparing its response.
2. Offeror has read and understands all solicitation documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work, and has prepared its proposal anticipating full compliance with all of the requirements.
3. Offeror is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
4. Offeror is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the work requested.
5. Offeror is authorized to do business in the State of Texas.
6. Offeror holds any license, permit or other special evidence necessary to perform the work.

[END OF DOCUMENT]



EXHIBIT A – QUESTIONNAIRE

In whatever form you prefer, please provide the following information in the sequence prescribed by this questionnaire.

1. Firm information

Name of firm:

Address of principal office:

Phone and Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other):

Year founded:

Name and contact info for primary contact:

2. Organization

2.1 How many years has your organization been in business?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

2.7 Is your organization a Certified Minority or Woman Owned Business (M/WBE), have a Joint Venture Agreement with a certified M/WBE, or have a Prime Subcontractor Teaming Agreement with a certified M/WBE? If yes, indicate ethnicity and gender and submit certification with your proposal. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.



3.3 Work over last five years:

List major projects (particularly projects of similar scope and size) handled by your organization over the last five (5) years. For each project, provide the name, nature of the project, size, location, cost, and owner.

4. Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

4.1 Has your organization ever failed to complete any work awarded to it? If so, explain.

4.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

4.3 List any legal action or suits your organization has been involved in during the past five (5) years.

5. References

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for projects of comparable scope.



EXHIBIT B – NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

Company Name

Authorized Signature

Printed Name

Title