



## Collin County Purchasing

### **2020-115**

#### **Janitorial Services**

Issue Date: 5/5/2020

Questions Deadline: 5/26/2020 02:00 PM (CT)

Response Deadline: 6/4/2020 02:00 PM (CT)

Collin County Purchasing

#### **Contact Information**

Contact: Hunter Alley Buyer II

Address: Purchasing  
Admin. Building  
Ste.3160  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us)

## Event Information

Number: 2020-115  
Title: Janitorial Services  
Type: Request for Proposal - Other  
Issue Date: 5/5/2020  
Question Deadline: 5/26/2020 02:00 PM (CT)  
Response Deadline: 6/4/2020 02:00 PM (CT)  
Notes: Please login to view solicitation documents.

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

Address: Auditor  
Admin. Building  
Ste. 3100  
2300 Bloomdale Rd.  
Ste. 3100  
McKinney, TX 75071

## Bid Activities

### Mandatory Pre-Proposal Conference

5/21/2020 8:30:00 AM (CT)

A MANDATORY PRE-PROPOSAL CONFERENCE will be held by Collin County at the Collin County Central Plant Conference Room located on the 2nd floor, 4600 Community Avenue, McKinney, TX 75071 on Thursday, May 21, 2020 in order for offerors to ask questions regarding the Request for Proposal. All offerors desiring to submit an proposal should have a representative at the pre-proposal conference; offerors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference. Due to the current COVID-19 social distancing recommendations, a limit of seven (7) attendees will be allowed during each session in addition to two (2) County representatives. Each company attending shall be limited to one (1) participant. The first session will begin at 8:30 AM followed by the second session beginning at 1:00 PM. Offerors interested in attending the pre-proposal conference shall RSVP to halley@co.collin.tx.us no later than Monday, May 18 at 2:00 PM. Attendees for each session will be scheduled in the order they are received.

Attendees are to have their temps checked each time they enter any of the County buildings. A screener in the reception area will have a touch free thermometer and will scan the attendee. A person may not enter an County facility if: (1) the person's temperature screening shows a fever or exhibits flu-like symptoms or (2) the person refuses a screening. "Fever" is 100.4F/38C or higher.

## Bid Attachments

### LEGAL\_NOTICE\_2020-115.doc

Legal Notice

[Download](#)

### General\_Instructions\_Proposals.docx

General Instructions - Proposals

[View Online](#)

### Terms\_of\_Contract\_Proposals\_-\_3.25.20.docx

Terms of Contract - Proposals

[View Online](#)

### Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

**2020-115 SPECS.docx**

Special Conditions and Specifications

[View Online](#)**2020-115 Attachment A.docx**

Attachment A

[View Online](#)**2020-115 Attachment B.docx**

Attachment B

[View Online](#)**2020-115 Attachment C.docx**

Attachment C

[View Online](#)**Attachment D\_Proposed Cost Worksheet.xlsx**

Attachment D - Cost Worksheet

[View Online](#)**Performance Bond.pdf**

Performance Bond

[View Online](#)**Payment Bond.pdf**

Payment Bond

[View Online](#)**Information Regarding Conflict of Interest Questionnaire 2020-115.docx**

Information Regarding Conflict of Interest Questionnaire

[View Online](#)**CIQ\_113015.pdf**

Conflict of Interest Questionnaire

[View Online](#)**W9\_2014.pdf**

W-9

[View Online](#)**Requested Attachments**

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**W9***(Attachment required)***Proposal***(Attachment required)***Conflict of Interest Questionnaire****Proposed Equipment***(Attachment required)*

Attachment C

**Cost Worksheet***(Attachment required)*

Attachment D

**Bid Attributes**

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**1 eBid Notice**

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2 Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

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(Required: Maximum 4000 characters allowed)

**3 Delivery**

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

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(Required: Maximum 1000 characters allowed)

**4 Exceptions**

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

☐ Yes ☐ No

(Required: Check only one)

**5 Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

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(Required: Maximum 1000 characters allowed)

**6 Bonding Requirement Acknowledgement**

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

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(Required: Maximum 1000 characters allowed)

**7 Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

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(Required: Maximum 4000 characters allowed)

**8 Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

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(Required: Maximum 4000 characters allowed)

**9 Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

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(Required: Maximum 4000 characters allowed)

**10 Reference No. 3**

List a company or governmental agency, other than Collin County, where these **same/like services, as stated herein, have been provided in a medical facility**. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

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(Required: Maximum 4000 characters allowed)

**1 Reference No. 4**

**1**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been **terminated and/or discontinued**. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1 Cooperative Contracts**

**2**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes ☐ No

(Required: Check only one)

**1 Preferential Treatment**

**3**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

**1 Debarment Certification**

**4**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1  
5**Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1  
6**Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1  
7**Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1  
8**Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

1  
9**Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

☐ Plano Star Courier   ☐ Plan Room   ☐ Collin County eBid Notification   ☐ Collin County Website  
☐ Other

(Required: Check only one)

2  
0**Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

2  
1**Cooperative Contract Name**

State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A.

(Required: Maximum 4000 characters allowed)

2  
2**Cooperative Contract Number**

State the cooperative contract number this quote is offered under. If none, answer N/A.

(Required: Maximum 4000 characters allowed)

2  
3**Cooperative Contract Website**

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

(Required: Maximum 1000 characters allowed)



2  
4

### Solicitation Submittals

In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in lonwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.

(Required: Maximum 1000 characters allowed)

## Bid Lines

1

Submit pricing per 9.7 of the specifications, complete and submit Attachment D.

(Line excluded from response total)

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called “offeror” is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

## 2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible



transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

### **3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

## 4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Proposers may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

### Level 1 – Conformance with Mandatory Requirements

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as a part of the proposal. Failure to provide these documents shall deem proposer as non-responsive.

4.1.1.1 Provide complete response to Section 6.0

4.1.1.2 Vendor shall furnish a letter from the bonding company, stating the proposer has the ability to provide a performance bond equal to 25% of the annual value of contract. See response to attribute 6.

Contractors elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal.

### Level 2 – Detailed Proposal Assessment (maximum 70 points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 30 Points based on evaluated criteria. Criteria evaluated in level 2 include:

Criteria	Value (pts)
Experience and Qualifications of the firm, Financial Stability, References (Sections 9.1, 9.8, 9.5,)	25
Project Team/ Staff Qualifications/ Experience / Credentials (Section 9.2)	15
Training programs, recurring employee orientation, in-service training programs (Section 9.3)	10
Quality Control Plan / Procedures (Section 9.4)	15
Proposed Equipment (Section 9.6 & Attachment C "Proposed Equipment")	5

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier.

As a part of the references, the County may choose to visit sites where the Janitorial Services are currently performed.

It is anticipated that Collin County will elevate proposals scoring at least 49 points (70%) to Level 3.

### Level 3 – Cost (maximum 30 points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 100 points total.

Criteria	Value (pts)
Price proposal (Section 9.7 & Attachment D - "Proposed Costs")	30

**Level 4 – Demonstration of Solution (maximum 15 points) (optional)**

The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to waive the demonstration and interview portion of Level 4 in the evaluation process.

Proposals may be re-evaluated based upon Criteria in level 2 and 3.

Criteria	Value (pts)
Demonstration / Interview (optional)	15

**Level 5 – Best and Final Offer**

Contractors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 4.

Based on the result of the Best and Final Offer evaluation, a single contractor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted proposals and enter into negotiations with them.

## 5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

**5.1 Purpose:** The intended use/purpose for this Request for Proposal is to describe in detail specifications for janitorial services required by Collin County. All normal and usual services or materials not specifically mentioned which are necessary to provide a complete and acceptable service shall be included in the RFP and shall conform in quality of materials, workmanship and performance to that which is usually provided for this type of service. Contractor shall include all necessary supervision, labor, and equipment. Collin County will provide supplies for use by the Contractor. The filling of the dispensers/containers/waste baskets with the supplies provided by Collin County will be the responsibility of the contractor. Collin County provides toilet tissue dispensers, hand towel dispensers, soap dispensers and sanitary napkin dispensers. Proposals will be evaluated in two (2) groups, Group A and Group B. A successful proposer may be awarded one (1), or both groups. The County reserves the right to award in whole or in part, as the County deems in its best interest.

5.1.1 The services in Group A include “daytime cleaning” services per the specifications enclosed at all defined County locations, including scheduled and unscheduled services.

5.1.2 The services in Group B include “nighttime cleaning” services per the specifications enclosed at all defined County locations, including scheduled and unscheduled services. The services in Group B include “semi-annual floor deep-cleaning”.

**5.2 Performance Based Contract:** This procurement will result in the award of a performance based contract. Deductions will be assessed for failures to achieve standards set forth in the contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort will not substitute for performance results. Specifically;

5.2.1 Janitorial Services shall meet the requirements set forth in the RFP.

5.2.2 The proposer will be responsible to provide enough qualified personnel to fully achieve the standards set forth in the contract, within the schedule provided, regardless of the number of personnel needed (refer to section 5.11.1 and 6.3.

5.2.3 The county hopes to promote innovation, efficiency and superior levels of high performance.

**5.3 Term of Contract:** This agreement shall provide for a contract commencing on upon award through September 30, 2021, with the option of four (4) one (1) year renewals. Collin County will review the Contractor’s performance approximately ninety (90) days after commencement of contract to review performance and quality of services.

**5.4 Transitional Period:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

**5.5 Coordination of Start Up:** In the event that a new vendor is awarded the contract, the County will coordinate the removal of current vendor’s equipment and placement of new vendor’s equipment in order to provide continuity of service.

5.5.1 In order to provide continuity of service, equipment owned by the current vendor and the successor vendor may overlap for a period not to exceed seven (7) days. In such event, the successor's equipment would be reasonably placed as to not unduly disturb the operation of the current vendor.

5.5.2 All personal equipment placed on the premises by the Vendor shall be removed on or before the expiration of the contract. In the event of termination, the Vendor shall have seven (7) days, exclusive of Saturdays, Sundays, and holidays, after Notice of Termination in which to remove its property. If the Vendor fails to remove its property upon the expiration or termination hereof, the County may, at its option, as agent for the Vendor, and at the Vendor's risk and expense, remove such property to a public warehouse, or retain the same in its own possession; and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale; secondly, to any sums owed by the Vendor to the County, and any balance remaining shall be paid to the Vendor. Any excess of the cost of removal after the proceeds of sale shall be paid by the Vendor.

**5.6 Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

**5.7 Price Redetermination:** A price redetermination may be considered by Collin County only at the anniversary date of the contract (October 1<sup>st</sup> of each year). Any request for a price redetermination shall be submitted to Collin County on or before July 1<sup>st</sup> of that year. Contractor shall include documentation substantiating their request for price increase (i.e. Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc.). Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

**5.8 Pre-Proposal Conference:** A MANDATORY PRE-PROPOSAL CONFERENCE will be held by Collin County at the Collin County Central Plant Conference Room located on the 2nd floor, 4600 Community Avenue, McKinney, TX 75071 on Thursday, May 21, 2020 in order for offerors to ask questions regarding the Request for Proposal. All offerors desiring to submit an proposal should have a representative at the pre-proposal conference; offerors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference. Due to the current COVID-19 social distancing recommendations, a limit of seven (7) attendees will be allowed during each session in addition to two (2) County representatives. Each company attending shall be limited to one (1) participant. The first session will begin at 8:30 AM followed by the second session beginning at 1:00 PM. Offerors interested in attending the pre-proposal conference shall RSVP to halley@co.collin.tx.us no later than Monday, May 18 at 2:00 PM. Attendees for each session will be scheduled in the order they are received.

Attendees are to have their temps checked each time they enter any of the County buildings. A screener in the reception area will have a touch free thermometer and will scan the attendee. A person may not enter an County facility if: (1) the person's temperature screening shows a fever or exhibits flu-like symptoms or (2) the person refuses a screening. "Fever" is 100.4F/38C or higher.

**5.9 Right of Inspection:** Collin County shall have the right to inspect the services performed before accepting them.

**5.10 Safety Warranty:** Contractor warrants that the services performed shall conform to the standards declared by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the services do not conform to OSHA standards, the County may require the services to be redone at no additional expense to the County. In the event the Contractor fails to make the appropriate correction within a reasonable time, correction made by the County will be at the Contractor's expense.

**5.11 Qualifications:**

5.11.1 Vendor shall maintain the appropriate number of employees to meet the specifications and standards set forth in this contract.

5.11.2 Vendor shall have the ability to provide a performance bond equal to 25% of the annual value of contract, if awarded the contract.

**5.12 Payment:** Payment will be made on a monthly basis, payable at the end of each month after service is rendered. Contractor shall submit invoices on a monthly basis. A purchase order will be issued by the Collin County Purchasing Agent for the monthly amount of the contract.

**5.13 Bonds:**

**5.13.1 Performance Bond:** Within ten (10) days after notification of award, the Contractor shall execute and furnish to Collin County a Performance Bond (required on an annual basis for the following year services) equal to 25% of the annual value of contract to guarantee faithful performance of the contract. Bond shall be made payable to Collin County and shall be executed with a surety company authorized to do business in the State of Texas.

**5.13.2 Payment Bond:** In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).



**5.14 Responsibilities:** It is the Contractor's responsibility to instruct and inform employees as to the terms, conditions and requirements of this contract. Contractor shall provide their own trash cart to carry trash to compactor. Contractor shall provide cleaning equipment per building. All equipment must be maintained in top electrical and mechanical condition and will be inspected by the Housekeeping Contract Coordinator. Contractor shall provide for Collin County and public safety by use of signs and barriers when floors are wet, slippery or in a state of maintenance. Janitorial Closets will be provided by Collin County. Closet shall be kept in a clean and orderly manner with all supplies labeled as per OSHA standards

**5.14.1 Training:** The Vendor shall be responsible for safety training for its employees. This information should be submitted as part of the Vendor's proposal per section 9.3. The Vendor must also be able to provide evidence that all employees have completed training. This program shall include the following:

5.14.1.1 Safe work habits

5.14.1.2 Safe use of cleaning chemicals and cleaning equipment.

5.14.1.3 The use of equipment signs, barriers, or other devices to protect the building occupants or equipment.

5.14.1.4 Recognizing hazardous or other materials that are not allowed for use in this contract.

5.14.1.5 Material Safety Data Sheets (MSDS) shall be furnished by the vendor. MSDS changes, corrections, and additions shall be the responsibility of the vendor.

5.14.1.6 Blood-borne Pathogens Training

5.14.1.7 All cleaning products in a correctly labeled container.

5.14.1.8 Training shall be required for all new employees within a week of hire and annual training for all employees.

5.14.1.9 All non-cleaning supervisors shall have first aid training.

In addition to the above, the vendor shall be responsible for obeying all rules and regulations of any governing agency having jurisdiction.

**5.14.2 Security:** The Vendor shall be responsible for training its employees in the security requirements of the County, and shall be responsible for enforcing the security rules of the County as they apply to its employees. In addition to any other security rules and regulations, the Vendor shall inform his/her employees of the following:

5.14.2.1 No guns, knives, or other dangerous weapons are allowed on the premises.

5.14.2.2 No dangerous drugs, or other prohibited substances, including alcohol are allowed on premises.

5.14.2.3 Vendor will be furnished, or given access to, keys and access cards to the Service Areas by the Facility Manager and shall be held responsible for their use or misuse. Key control will be as directed by the Facility Manager. All keys to the building will be furnished by the Facility Manager to the Vendor. All keys remain the property of the County, and shall not be duplicated by the Vendor or his/her employees. All keys shall be returned to the Collin County Facility Staff upon request. Vendor shall be liable for the cost of any replacement keys and access cards, and for the cost of any re-keying or re-programming of locks necessitated by loss of keys and access cards. All damaged keys and access cards must be returned to Facilities Staff. For all employees assigned to the Collin County Court House; County keys and access cards shall not be taken out of the Service Areas except for keys and access cards necessary for Vendor's supervisory staff to access the custodial office space assigned to Vendor. No master keys may be taken from the building. For all employees assigned to other County facilities; access cards shall remain with each employee (day-porter, night-cleaner and / or non-cleaning supervisor). No keys will be left in doors or on service carts. **All exterior doors must be locked if leaving after hours. The non-cleaning supervisor shall be responsible for ensuring all exterior doors are locked before leaving.**

**5.15 Supervision:** Contractor must furnish the following dedicated supervisors/lead persons to oversee work performed at all times during regular course of service and will be available on call-back, when services have not been performed as required, without additional cost to the County.

5.15.1 (1) dedicated supervisor/lead person at the Collin County Court House

5.15.2 (1) dedicated supervisor/lead person to oversee the following buildings; Jack Hatchell Administration Building, Collin County Justice Center, Minimum Security, Juvenile Detention, JJAEP, Facilities Central Plant and the Animal Shelter.

5.15.3 (1) dedicated supervisor/lead person to oversee the following Remote County owned or leased facilities, including but not limited to; Public Works Service Center, Medical Examiners' Office, Health Care Annex, Myers Park, Elections, 900 Building, 920 Building.

If supervisor/lead person(s) will not be available, they must notify and provide a backup lead person's name and number to the Housekeeping Contract Coordinator no later than one (1) hour after start time. Supervisor/lead person(s) shall carry a cell phone

furnished by the contractor at all times so County personnel can contact them. These persons should be able to speak fluent English for ease in communication with Collin County personnel. Response to a call back shall be no longer than two (2) hours from time of notification. If the Contractor cannot respond within the two (2) hours and Collin County is required to take care of the callback, the charges (labor, materials and equipment used) for, such services shall be deducted from monthly payment for failure to perform in keeping with the terms of this contract. Labor rate will be calculated by the Housekeeping Coordinator.

**5.16 Inspection:** Contractor will make inspections with Collin County's designated representative upon request and furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. The Contractor shall have a regular systematic inspection by their supervisor to maximize efficiency at all times. Collin County reserves the right to make periodic unannounced inspections without the Vendor being present.

#### **5.17 Performance Evaluations:**

**5.17.1** The County Housekeeping Coordinator shall conduct a monthly evaluation of the performance of the Contractor for the first six (6) months of contract and quarterly thereafter-utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the county. This will include but not be limited to issues of mere compliance with the terms of the contract.

**5.17.2 Evaluations:** The performance review will be based solely on the scope of work within the contractor's awarded groups.

**5.17.3 Assessment of Work:** Once the work has commenced, should the Contractor fail to perform the services required as specified in this RFP, the County will have been damaged by that lack of performance. Should Contractor fail to perform under the terms of the contract, the County may incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the County reserves the right to have the work performed by others and costs associated with that work shall be withheld from the contractor's fee. The Contractor shall agree to the following liquidated damages outlined below.

**5.17.4 Liquidated Damages:** In such an event, Collin County is entitled to recover liquidated damages from Contractor, to be withheld from the Contractor's Fee in an amount equal to two times (2x) the loaded labor rate of the Facilities staff member(s) who completed the Service times the number of hours it took to complete the Service. For the purposes of this RFP, the loaded labor rate shall be based on the salary of the staff member(s) plus thirty-five percent (35%) thereof to account for various benefits and other compensation of the staff member(s). In the event that the County hires an outside vendor to perform the duties, the contractor shall incur the direct costs of said vendor and have those costs withheld from their fee.

##### *5.17.4.1 Example of loaded labor rate:*

*One (1) County Employees with benefits & compensation (+35%)      \$20.25 hr.*

*(assuming one (1) employee has a hourly wage equal to \$15.00hr)*

*Two (2) times the loaded labor rate above      \$40.50 hr.*

*Number of hours multiplied by labor rate above; (ex. 3 hours)      \$121.50 total*

**5.18 Performance Standards:** The Contractor's performance should exceed the minimum requirements of the contract. The Housekeeping Coordinator shall meet with the Contractor's designated non-cleaning supervisors on a bi-weekly basis to review the contractor's performance and adherence to the standards / specifications set forth in this RFP.

**5.19 Operating Costs:** The Vendor shall operate on its own credit and shall furnish at its own expense all labor, supplies, and equipment necessary for the performance of the contract. Under no circumstances shall any shipment be invoiced to the County. The Vendor shall obtain and maintain all necessary permits and licenses required for the performance of the contract at the Vendor's expense and furnish copies of said license(s) to the County.

**5.20 Risk of Loss:** The Vendor shall bear the full responsibility for all risk of loss from equipment damage and equipment loss resulting from vandalism or theft.

**5.21 County Property:** The Vendor shall be responsible for the repair or replacement cost of any damage to County's property caused by the use, misuse or negligence of the Vendor's employees. The Vendor shall be responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to County's property. Failure to make report to the Facility Manager of the occurrence within the specified time may be cause for termination of this contract.

**5.22 Changes to Site Configuration:** During the term of this contract, it is possible that the configuration of the facility will change, either by some modification of existing space or by the construction of additional space. To allow for continuation of the contract, under either circumstance, and to provide a means for adjustment to quoted rates, proposers shall be required to quote Deduction/Addition Rates. Quotation should be based per addition/deduction of workers with contract rates being adjusted by monthly charge.

**5.23 Criminal Background Check:**

The following Criminal Background Check specifications shall be completed post-award, prior to services being rendered.

All contractor-designated personnel performing work for Collin County to include on-site or remote access will be required to undergo a Criminal Justice Information Services (CJIS) Criminal Background Check. Contractor shall not hire or work any person, to work at Collin County Facilities, who has any felony conviction or misdemeanor conviction(s) involving moral turpitude.

5.23.1 The contractor's personnel shall be defined as an employee and / or sub-contractor.

5.23.2 Contractor shall provide information, including, but not limited to, legal name, date of birth, social security number, driver's license number and E-verify form for each individual who will be performing work for Collin County.

5.23.2.1 The contracting personnel shall need to complete the following via the Texas Department of Public Safety; CJIS Security Addendum, pass and clear a fingerprint based background check and be made aware of the following regulating codes; Contractor Employee Certification, Contractor Employee Reference Documentation CFR, Contractor Employee Reference Documentation NCIC2000 Manual, and Contractor Employee Reference Documentation Texas Government Code.

5.23.2.2 The contracting personnel must receive, completed and passed the online Texas Department of Public Safety "Security Awareness Training".

5.23.3 Personnel who perform work for Collin County must submit to and pass a CJIS Criminal Background Check. All Contractor Personnel must maintain that status for the duration of the contract.

5.23.4 Criminal Background checks conducted by the Contractor for vetting purposes are desired but are not acceptable due to particular requirements. Collin County reserves the right to conduct additional Criminal Background Checks, as it deems necessary.

5.23.5 If the County becomes dissatisfied by any personnel provided by the Contractor, County may upon written notice to Contractor, revoke the Contractor employee's right to work within County facilities.

5.23.6 Failure of the Contractor to supply personnel who pass a CJIS Criminal Background Check could result in termination of the contract.

**Note: The CJIS Criminal Background Check applies to the individual and not the Company.**

**5.24 Employee Wages and Taxes:** Contractor shall at all times pay or cause to be paid, without expense to Collin County, all Social Security, Unemployment and Federal Income Withholding Taxes of all their employees. All such employees shall be paid wages and benefits as required by Federal and/or State Law.

**5.25 Personnel Uniforms:** Contractor shall assure that all working personnel are in clean uniforms (which have been approved by the County) and properly identified. Any changes in uniforms shall be agreed upon by both the County and the Contractor. Uniforms shall be required to be worn within seven (7) days of start of contract. A smock is acceptable as a uniform.

**5.26 Subcontracting:** The Contractor may subcontract portions of the requirements of this contract, namely floor finishing or carpet cleaning, window blind cleaning, or furniture upholstery cleaning under the same terms and conditions set forth in this contract and only with prior written approval of the Collin County Purchasing Agent.

Contractor shall state names of all subcontractors and the type of work they will be performing on Attribute 7. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's subcontractors, their agents or employees. The indemnification provisions of this contract shall apply to all subcontractors.

**5.27 Energy Management:** Contractor and/or employees are responsible for turning off lights and securing all doors as per schedule provided by Collin County.

**5.28 Miscellaneous Requirements:** The Contractor shall not permit their employees to use the telephone in any office area or remove food or drinks from refrigerators or otherwise remove or handle, except in the act of cleaning any papers or other items found on the County premises. Contractor will not allow employees to bring children to work with them while at Collin County facilities.

**5.29 Confidential or Proprietary Information:** Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

### **5.30 Proposal Schedule**

RFP released:	May 5, 2020
Mandatory Pre-Proposal Conference:	May 21, 2020
Deadline for submission of vendor questions:	May 26, 2020
Proposals due:	June 4, 2020
Vendor Presentations:	Optional; July 2020
Anticipated Award:	July 2020

Collin County reserves the right to change the schedule of events as it deems necessary.

## **6.0 SCOPE OF WORK**

6.1 The work shall be performed at the following locations

6.1.1 Refer to Attachment B

6.2 **General:** The intent of these specifications and resulting contract is for the Vendor to provide all labor and specified equipment needed to perform the work as scheduled. (SEE ATTACHMENT A SCHEDULE) In Addition to the scheduled work, the vendor shall provide the non-cleaning supervisor and an adequate number of employees for unscheduled work as defined by the County. Cleanable square footage among twenty (20) buildings is approximately 740,873 sq. ft. + elevators and stairways. The estimated value of this contract is \$775,000.00

6.3 **Schedule of Work:** The Vendor shall furnish sufficient labor, equipment and materials to do the work scheduled, using the methods, materials and equipment as further outlined in these specifications. Based on the historical experience, the recommended staffing levels are listed below. Proposals offering different staffing levels will be accepted with the understanding that a decline in the quality of services being provided will result in the vendor providing the staffing levels identified below at no additional cost to the County. The hours of cleaning set forth below shall be adhered to, unless otherwise approved in writing by the Facility Manager.

6.3.1 Scheduled **night work** shall be based on a six (6) day week, five (5) hours of nightly work per worker, Monday through Saturday and shall generally fall between the hours of 5:00 p.m. to 10:00 p.m. The recommended staff level includes a minimum of thirty four (34) workers and three (3) non-cleaning Supervisors. Minor shift hours may be adjusted at the Facility Manager or their designee's discretion.

6.3.2 Scheduled **day custodial work** shall be based on a five (5) day week, eight (8) hours of daily work per worker, Monday through Friday 8:00 a.m. to 5:00 p.m. The times and days may vary according to building needs, as approved by the Facility Manager or their designee. The recommended staff includes at a minimum the following specifications, refer to Attachment B for the physical addresses:

6.3.2.1 Collin County Courthouse; two (2) daytime porters

6.3.2.2 Sheriff's Administration Office; one (1) daytime porter

6.3.2.3 Jack Hatchell Administration Building; one (1) daytime porter

6.3.2.4 900 & 920 East Park Blvd, Plano; one (1) daytime porter

6.3.2.5 Healthcare Annex; one (1) daytime porter

6.3.2.6 JJAEP & Juvenile Detention; one (1) daytime porter

6.3.3 Prior to starting the work, the Vendor shall be required to furnish a man hour schedule showing the number of man hours that will be furnished each day to do the scheduled work.

### **6.4 Scheduled and Unscheduled Work:**

6.4.1 Daily schedule shall be coordinated with and approved by the Facility Manager or their designee.

6.4.2 The work crew shall consist of a non-cleaning supervisor and the number of workers necessary to accomplish the assigned work. The crew shall be present Monday through Sunday. The crew shall be present as scheduled above, except the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. The County will be closed on other occasions; however, the crew shall work, utilizing the time for detail work and carpet cleaning as specified elsewhere in this

contract. If the Facility Manager or their designee determines additional labor is required on one (1) of the seven (7) scheduled holidays, the unscheduled labor rate shall be charged to the County. Only the paid holidays will be exempt work days. Unless specifically requested by the Facility Manager or their designee, the Vendor's employees will not be required to work on days that the County facility closes due to inclement weather or emergency related closings. The Vendor must work closely with the Facility Manager or their designee in deciding the appropriate work schedule of both day and night crews due to weather conditions.

6.4.3 The Vendor shall furnish an adequate number of employees, including non-cleaning supervisor(s), as required, to perform the scheduled work. The Vendor shall provide adequate personnel to complete all scheduled work. The bidder shall list the size of the work crew as indicated on the proposal form section of the RFP. If the scheduled work is not completed as required, then additional personnel shall be assigned at no additional cost to the County until the work is satisfactorily completed on a daily basis. If it is determined that additional workers are required on a continuing basis to maintain the required level of cleaning, they shall be provided by the Vendor at no adjustment in the contract price.

6.4.4 **Unscheduled and Emergency Work:** The proposer shall state in their cost proposal the cost per man hour for furnishing custodial help to do other requested unscheduled work, Monday through Friday, Saturdays, Sundays and holidays. Work shall be assigned and supervised by the Facility Manager or their designee. Each request for labor will be separately authorized by the Facility Manager or designee.

6.4.5 **Work Description:** Scheduled and unscheduled work may include tasks such as lifting loads in excess of 30 pounds, bending, squatting, crawling, digging, working on ladders, operating hand tools, moving furniture, or equipment, working with maintenance chemicals such as paints and cleaning solvents, or working in inclement weather.

6.4.6 **Floor Care:** The proposer shall quote the cost per square foot for unscheduled floor care that might be necessary and is not included as part of the scheduled cleaning requirements in Section 9.7 of the RFP (Attachment D "Proposed Cost Worksheet, lines 16, 25 & 26).

6.5 **Supervisory personnel;** on all shifts, shall be functionally fluent in the English language, in both written and verbal skills.

6.6 **Storage:** The County will furnish storage space for the Vendor's cleaning equipment and County provided materials. It shall be the Vendor's responsibility to maintain the area in a neat and orderly manner. Fire code accessibility must be maintained at all times. Particular attention is to be exercised in not blocking and/or damaging any telephone, data board access doors installed in the janitorial closets. Applicable building code compliance shall comply. If during the term of this contract, additional storage is needed, please provide written justification and notification to the Facility Manager or their designee.

6.7 **Labor:** The Vendor shall have an Account Manager in addition to the on-site supervisor, who shall represent the Vendor at weekly scheduled building inspections to coordinate the work with the Facility Manager or their designee and shall not be replaced without prior consent of the same.

Account Manager shall be trained and experienced in the management and operation of services in a facility similar to that contemplated by these specifications. The Vendor shall consult with the County regarding the qualifications and the suitability of the proposed Account Manager for the management of the County's facilities. The Vendor shall agree that the Manager's tenure is subject to continuing approval of the County. The Account Manager shall be subject to replacement by the Vendor if the Account Manager's performance is deemed unsatisfactory by the County.

6.7.1 The Vendor's work force shall be neat and clean in appearance and shall wear a uniform to clearly identify the employee and Vendor's company (including unscheduled work).

6.7.2 The Vendor shall maintain control of his/her employees while on the County's premises. Any employee whose work performance or conduct is objectionable shall be immediately removed from the County's premises at the request of the Facility Manager or their designee.

6.7.3 The Vendor shall maintain, on site, a list of his employees, and hours worked each day under this contract. These records shall be available to the Facility Manager or their designee at all times.

6.7.4 The Vendor at his/her option may have a training program on-site for his/her employees if approved by the Facility Manager or their designee. This training program shall not interfere with the regularly scheduled work.

6.8 **Vendor Furnished Equipment:** The Vendor shall furnish and maintain, in first class condition, all equipment required to do the custodial work. The Facility Manager or their designee shall approve all equipment furnished by the Vendor. Proposals offering different types and quantities of equipment will be accepted with the understanding that a decline in the quality of service being

provided will result in the vendor providing equipment types and quantities identified at no additional cost to the County. Any equipment found unsuitable for the work shall be removed from the premises and replaced with an approved type at no additional cost to the County. Equipment shall be left on campus.

6.8.1 Equipment to be furnished at a minimum shall include, but not be limited to, the following:

6.8.1.1 Complete and submit Attachment C "Proposed Equipment".

6.8.1.2 One (1) on-site biometric time clock capable of recording day, date, and hour. The time clock shall utilize a fingerprint method. It shall record employee attendance and display status and total hours worked. Each custodial employee shall additionally sign a log book on arrival and departure along with clocking in on the biometric time clock. The Facility Manager, their designee, or Collin County Sheriff's Office shall have access to view attendance and which employees are presently on duty by viewing the log book. The vendor shall furnish a printout of all hours worked for each employee along with the monthly bill.

6.8.2 The proposed equipment shall be replaced if it becomes unsuitable for the use intended as determined by the Facility Manager or their designee.

6.8.3 All Vendor furnished equipment shall be engraved or otherwise permanently identified so that ownership can be readily determined. A current equipment inventory list must be provided to the Facility Manager or their designee as changes, upgrades, or replacements are made.

6.8.4 All electrically operated equipment shall possess proper grounding capabilities and shall be grounded when in use.

6.9 The County expects the Vendor to attain and maintain the appearance of all facilities at **AAPA Level 2**, Ordinary Tidiness, described as follows:

6.9.1 Floors and base molding shine and/or bright and clean

6.9.2 There is no buildup in corners or along walls; dirt, dust, stains or streaks cannot stand for more than two work days

6.9.3 All vertical and horizontal surfaces are clean; marks, dirt, dust, smudges and fingerprints should require close observation to be noticeable

6.9.4 Washroom and shower tile and fixtures gleam and are odor free. Supplies are adequate.

6.9.5 Trash containers and pencil sharpeners are emptied daily, clean and odor free

## 7.0 DEFINITION OF SERVICES

7.1 Empty Wastepaper Containers - Inside and Outside: Empty all wastepaper baskets, outside trash receptacles, ash trays, combination ash urns, pencil sharpeners, and waste containers into containers provided for that purpose and deposit at designated location. Install plastic liners and replace as needed. Keep interior and exterior visually clean, disinfected, and free of odor. Cafe/Snack areas shall be emptied twice daily.

7.2 Spot Clean Glass: Use an approved glass cleaner and dry towel. Remove fingerprints and smears from doors, door side light glass, glass partitions and inside of windows.

7.3 Vacuum Carpets: Completely vacuum all areas of exposed carpet within a room or corridor, using an approved type vacuum. Work shall be organized in a manner to ensure all floors are vacuumed within one (1) week.

7.4 Dust Furniture: Use a clean rag treated with an approved material. Wipe off all surfaces of hard finished furniture in classrooms and offices, including file cabinets and counter tops.

7.5 Damp Mop Floor: All floors must be swept before being mopped. Use a clean standard wet mop and an approved Neutral pH sanitizing solution. Damp mop all exposed areas of floor surface. Wring out mop so that it does not drip where damp mop is called for. Use wet floor signs as needed. Change water frequently. Clean mops in janitorial closet mop sinks only.

7.6 Clean Plumbing Fixtures: Plumbing fixtures include mirrors, commodes, washbasins, urinals, associated piping and adjacent surfaces. Using an approved solution, that will not mar or tarnish, clean all surfaces and wipe dry.

### 7.7 Buff Floor:

7.7.1 Wood Floor: Sweep floor clean daily. Weekly “tacking” and monthly mopping shall be complete according to manufacturer’s directions. Use clean buffing pad to polish floor to luster. Use only an approved cleaner; Huntington or approved equivalent.

7.7.2 Vinyl Composition Tile: Use the spray buff method with an approved floor finish material. Floors are to be spray buffed weekly and **five (5) coats** of finish applied monthly as needed due to wear.

7.7.3 Terrazzo Floor: Use the spray buff method with an approved floor finish material. Floors are to be spray buffed weekly and **five (5) coats** of finish applied monthly as needed due to wear.

7.8 Dust Mop Floor: Use an approved dust mop method to remove all surface dust and dirt. Use only an approved mop treatment on gym floor, wood floors or other resilient tile. Porcelain tile or specialized flooring.

### 7.9 Spot Clean Floors, Walls or Furniture:

7.10.1 Carpet: clean-up spilled materials and treat carpet in an approved manner.

\*Note: Due to the various types of carpet, it shall be necessary to determine in advance how the particular carpet is to be cleaned. The method shall be approved prior to using. Provide the same for fabric-covered furniture.

### 7.10.2 Walls:

7.10.2.1 Painted Walls - Spot clean walls and doors with clean rag and approved solution.



7.10.2.2 Stained Doors - Prior to cleaning any stained doors or other wood trim, get specific instructions on the type of cleaning solution that is to be used.

7.10.2.3 Laminate/Metal Partitions: Use an approved sanitizing solution with a clean rag and wipe dry. No "409", Swipe, or other heavy-duty cleaners without consent of the Facility Manager or their designee.

7.11 Mop Floor: \*Note: Do not splash or leave streaks on base.

7.11.1 Ceramic/Porcelain Tile: Use a clean mop with an approved Neutral pH detergent and germicide. Rinse rest room floors with clear water and germicide. Use different color mop head for rest rooms than common corridors. Do not apply any type floor wax or other floor finish material. Annual power scrubbing required in Atriums, entries and restrooms with approved cleaner and then sealed with approved sealer.

7.11.2 Resilient Tile: Vinyl Composition Tile - Use a clean mop with an approved detergent and germicide. Rinse floor with clear water and clean mop. Allow to dry. Spray buff for final finish.

7.11.3 Sealed Concrete and Painted Concrete: Use a clean mop with an approved detergent. Rinse with clear water and clean mop. Mop should be dry enough not to drip.

7.11.4 Specialized Floor: Coordinate manufacturer's specifications with Facility Manager or their designee.

7.11.5 Wood Floors: Coordinate manufacturer's specifications with Facility Manager or their designee.

7.12 Office Desktops and Hard Finish Furniture: Clean with an approved cleaner to remove pencil, ink, and marker traces. Desk only to be cleaned if cleared by County personnel.

7.13 Cove Base: Use a mild detergent and clean rag. Remove all traces of stripper or wax.

7.14 Upholstered Furniture: Clean as needed, but not less than once yearly, with an approved product to leave furniture dry for next anticipated use.

7.15 Carpet and Upholstered Furniture: Use materials and equipment recommended by manufacturers and as approved.

7.16 Elevators:

7.16.1 Vacuum door tracks

7.16.2 Vacuum elevator floor

7.16.3 Clean doors and walls

7.16.4 Clean carpet (if applicable)

7.17 Semi-Annual Floor Maintenance: Semi-Annual Floor Maintenance shall consist of the stripping of finish and reapplying with **five (5) coats** of floor finish on hard surfaces. Carpet shall be shampooed with wet extraction method and drying fans applied as needed to insure they are dry by next business day. Designated areas that require an escort shall be scheduled to begin at 5:00 pm Monday through Friday or other times as approved by Collin County's Contract Coordinator. Refer to Attachment B to determine the quantities of carpet and hard-surface flooring.

7.18 A "Task Check Sheet" shall be completed nightly as the supervisor verifies worker's competency and attention to detail. That check list shall be given each a.m. to the Facility Manager or their designee.

7.18.1 Copies of this task sheet are given to faculty and staff, previous to fiscal quarter-end to allow input for special needs or to address areas not being addressed as needed.

7.18.2 Account Manager shall be on site each week for 1-2 hours for a campus walk through and be available as needed for unscheduled night employee assessments with the Facility Manager or their designee.

## **8.0 SPECIAL INSTRUCTIONS**

- 8.1 Do not use any County equipment, computers, office machines, or materials/supplies other than custodial.
- 8.2 Do not use any type of alcohol, illegal drugs, tobacco or related products (Tobacco Free Facility)
- 8.3 Do not remove any material, equipment, supplies, office machines, books, papers or furniture from any location without a work order, except material in wastepaper baskets, or boxes marked "trash".
- 8.4 Report any broken furniture, missing or burned-out lamps, broken window glass, and non-functioning restroom fixtures to the Facility Manager or their designee.
- 8.5 All trash containers shall be kept in a clean and sanitary condition at all times by using plastic liners and disinfectants daily.
- 8.6 Foreign matter, e.g., chewing gum, tar, skid marks, etc., shall be removed during daily cleaning.
- 8.7 All scheduled work shall be completed by scheduled work employees and shall not be left for unscheduled employees to perform.
- 8.8 All interior and exterior trash containers, including those on parking lots, shall be emptied, cleaned, and maintained with trash liners nightly.
- 8.9 Any performance issues must be quickly resolved.
- 8.10 The custodial supervisor shall be required to walk and inspect the facility daily prior to allowing work crews to vacate the premises and ensure that all doors are locked.
- 8.11 All entry sidewalks require nightly cleaning and trash pick-up, including cigarette, chewing gum residue and leaves.
- 8.12 All cleaning in all areas shall be done according to manufacturer's recommendations.

## **9.0 PROPOSAL RESPONSE FORMAT**

Please provide the following information in the sequence and format prescribed by this response section. If submitted online, the response should be uploaded as one file in the following order and each section should be titled as titled below. If submitted manually, the response may be submitted in a 3-ring binder, stapled, or paper clipped. PLEASE DO NOT SUBMIT PROPOSALS WITH WIRE OR PLASTIC BINDING.

**9.1 FIRM OVERVIEW:** Proposer is requested to define the overall structure of the Firm to include the following:

9.1.1 Full identification of the proposer's organization, including principals and affiliations.

9.1.2 Provide a descriptive background of your company's history, including length of time and extent to which the proposer has been in continuous existence in the custodial service field.

9.1.3 State your principal business location and any other service locations. State the location and custodian of books and records, as required in Attribute 2.

9.1.4 Proposer is requested to provide a copy of human resource manual/policies as published by Vendor, to include fringe benefits for employees, holiday, vacation, and sick leave benefits.

9.1.5 Proposer is requested to provide the company's management, staffing, supervision policies and an organizational chart.

9.1.6 State the account manager for notices, consents and approvals as required in Section 6.7

## **9.2 PROPOSED PROJECT TEAM / STAFF QUALIFICATIONS / EXPERIENCE / CREDENTIALS**

The county reserves the right to interview principals and/or managers of proposers to ascertain the performance capabilities in relation to the proposal.

9.2.1 Proposer is requested to provide qualifications as well as experience information on Proposer's principals.

9.2.2 Proposer is requested to provide a resume of the proposed account manager.

9.2.3 Proposer is requested to provide a job description for non-cleaning supervisors.

## **9.3 TRAINING**

9.3.1 The Proposer is requested to provide a written program for new employees as well as recurring employee training. This program shall include the specific action he/she will take to train his/her employees in:

9.3.1.1 Proper cleaning procedures and techniques.

9.3.1.2 Safe work habits including the safe use of cleaning chemicals and equipment.

9.3.1.3 The use of equipment signs, barriers, or other devices to protect the building occupants or equipment.

9.3.1.4 All training required under the Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard (29 CFR Section 1910.1200) and the Texas Hazard Communication Act (Texas Health and Safety Code, Chapter 502), to the extent that such provisions apply to Vendor

9.3.1.5 Training related to emergency procedures.

## **9.4 QUALITY CONTROL**

9.4.1 Proposer is to provide a written quality control plan including procedures.

## 9.5 REFERENCES

9.5.1 Proposer is requested to include at least two (2) references for which services have been provided in a facility of not less than 400,000 square feet of comparable space, to include names, addresses, telephone numbers and e-mail addresses.

9.5.2 Proposer is requested to include one (1) reference for which services have been provided in a medical facility, to include names, addresses, telephone numbers and email addresses.

9.5.3 Proposer is requested to provide at least one (1) references for which services have been discontinued.

9.5.4 Collin County reserves the right to consider all references and prior experience with Collin County contracts during evaluation.

## 9.6 EQUIPMENT

9.6.1 Proposer is required to provide a list of equipment to be in place on-site and dedicated to support the contract. Complete the form in Attachment C with this required information.

9.6.2 Proposer is requested to explain the plan or policy for replacing equipment throughout the contract term.

## 9.7 PRICING

9.7.1 State the proposed cost information in the following format and complete Attachment D: "Proposed Costs Worksheet".

### Group A: Day Cleaning Employees

Number of Proposed Day Cleaning Employees Monday-Friday

Number of Proposed Day Cleaning Employees Saturday

Total Number of Day Cleaning Employees

Total Number of Proposed Hours Weekly for Day Cleaning Employees

Number of Proposed Supervisors Monday-Saturday (daytime)

Total Number of Hours Weekly for Supervisors (daytime)

Total Monthly Cost for Daytime Scheduled Work

Total Annual Cost for Daytime Scheduled Work

### Group B: Night Cleaning Employees

Number of Proposed Night Cleaning Employees Monday-Saturday

Number of Proposed Night Cleaning Employees Saturday

Total Number of Night Cleaning Employees

Total Number of Proposed Hours Weekly for Night Cleaning Employees

Number of Proposed Supervisors Monday-Saturday (Nighttime)

Total Number of Hours Weekly for Supervisors (Nighttime)

Total Annual Hours Proposed

Total cost for semi-annual floor deep-cleaning

Please submit a sample weekly schedule for cleaning employees and supervisors.

Total Monthly Cost for Nighttime Scheduled Work

Total Annual Cost for Nighttime Scheduled Work

### Cost for Unscheduled Work

Monday-Friday per hour per employee

Minimum hours required, if any

Saturday per hour per employee

Minimum hours required, if any

Sundays/ Holidays per hour per employee

Minimum hours required, if any

Unscheduled floor care not required in section 6 or Attachment A

Price per Square Foot for Tile

Unscheduled floor care not required in section 6 or Attachment A

Price per Square Foot for Carpet

Deduction / Addition Monthly Cost per square foot

as described in Section 5.22

## 9.8 FINANCIAL STATEMENTS

9.8.1 Proposer is will be required to submit recent financial statements upon request. Audited financial statements are not mandatory. Unaudited financial statements will be accepted.

<b>10.0 EXCEPTIONS</b>
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Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 10.0 it is understood that the contractor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number / Question Number	Required Service Contractor is Unable to Perform	Steps Taken to Meet Requirement

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

RESTROOMS

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
	Description of Task Table							
	<b>Restrooms</b>							
1	Empty, damp-wipe trashcans and sanitary napkin receptacles and replace liners	✓						
2	Thoroughly clean and disinfect all surfaces of floors, lavatory fixtures, counters, toilets, and urinals (including the outside and underneath of toilets & urinals).	✓						
3	Spot clean all walls, removing spots, stains, and splashes	✓						
4	Remove all graffiti			✓				✓
5	Refill soap, paper towel and toilet tissue dispensers	✓						✓
6	Polish all metal fixtures and surfaces to a shine, leaving no oily residue or film		✓					
7	Spot Clean Mirrors		✓					
8	Sweep, Mop and Disinfect Floor	✓						
9	Damp wipe and Dry all chrome to a shine	✓						
10	Spot clean and sanitize exterior of all soap, paper towel and toilet paper dispensers	✓						
11	Remove fingerprints and grime from wall switches, doors, door frames, handles, and push plates		✓					
12	Clean and disinfect Counter Tops	✓						
13	Low dust all horizontal surfaces to hand height			✓				
14	Use an approved toilet bowl cleaner	✓						
15	Descale fixtures with non-corrosive solution		✓					
16	Wash and disinfect all toilet partitions		✓					
17	Wash walls from top to bottom including showers and toilets areas				✓			
18	High dust all horizontal surfaces above head height, including shelves, moldings, and ledges				✓			
19	Clean air supply and exhaust vents		✓					
20	Disinfect all tile	✓						
21	Clean and polish doors				✓			✓

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**OFFICES**

		<b>Daily</b>	<b>Twice Weekly</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annually</b>	<b>As Needed/ Requested</b>
	<b>Description of Task Table</b>							
	<b>Offices:</b> <b>Do not touch or disturb computer equipment, its cables, power cords, or ANY materials on desks, worktables, or piles on the floor not marked as trash.</b>							
1	Empty trash cans and spot clean as needed	✓						
2	Remove materials labeled as “trash”	✓						
3	Spot vacuum and clean carpeted floors (including but not limited to corners and edges)	✓						
4	Dust mop & damp mop hard surface floors (including but not limited to corners and edges)	✓						
5	Remove all stains from carpet	✓						
6	Spot clean entry doors and glass partitions		✓					
7	Low dust all furniture and countertops not obstructed by paperwork			✓				
8	Replace torn or soiled trash can liners	✓						
9	Thoroughly vacuum carpeted areas including corners & around and under desks	✓						
10	Vacuum, brush, or wipe chairs and furniture as needed		✓					
11	Damp clean exposed desktops and countertops	✓						
12	High dust all surfaces not obstructed by paperwork				✓			
13	Remove dust and cobwebs from ceiling areas			✓				
14	Clean interior glass and frames		✓					
15	Clean air supply and exhaust vents			✓				
16	Carefully dust picture frames and wall hangings		✓					
17	Dust and clean window blinds			✓				
18	Remove fingerprints and grime from wall switches, doors, doors frames, handles, and push plates			✓				
19	Shampoo upholstered furniture and wipe vinyl furniture clean			✓				✓

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**CONFERENCE ROOMS**

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
Description of Task Table								
	<b>Conference Rooms:</b>							
1	Empty all trash cans, damp clean and replace soiled or torn liners	✓						
2	Spot vacuum and clean carpeted floors (including but not limited to corners and edges)	✓						
3	Dust mop hard surfaces floors (including but not limited to corners and edges)	✓						
4	Straighten desks and chairs	✓						
5	Dust and spot clean all furniture		✓					
6	Damp clean counter tops, desks, sinks and cabinets	✓						
7	Spot clean to hand height (70") glass partitions and glass doors		✓					
8	Spot clean floors with neutral cleaner	✓						
9	Spot clean walls and wall switches		✓					
10	Low dust all horizontal surfaces to head height (70")		✓					
11	Clean interior windows, partition glass & frames		✓					
12	Remove fingerprints and grime from wall switches, doors, doors frames, handles, and push plates	✓						
13	Dust picture frames and wall hangings			✓				
14	Damp clean window ledges	✓						
15	Damp mop floors	✓						
16	Clean air supply and exhaust vents			✓				
17	Clean window blinds			✓				
18	High dust all horizontal surfaces above head height, including shelves, moldings, and ledges			✓				
19	Damp clean baseboards			✓				
20	Remove dust and cobwebs from ceiling area & corners			✓				
21	Dust and clean light fixtures		✓					
22	Shampoo upholstered furniture			✓				✓
23	Clean window treatments			✓				
24	Extract Carpet	✓						✓



**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**MEDICAL EXAMINERS, HEALTHCARE ANNEX & W.I.C.**

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
Description of Task Table								
	<b>Medical Examiners, Healthcare Annex, &amp; WIC:</b>							
1	Mop & Disinfect Lobbies and Exam rooms	✓						
2	Vacuum carpeted floors	✓						
3	Damp mop all hard floors	✓						
4	Mop & disinfect dock and autopsy area's	✓						
5	Empty all trash cans, damp clean and replace soiled or torn liners	✓						
6	Clean restrooms (see restroom task table)	✓						
7	Remove fingerprints, grime and disinfect all switches, doors, door frames, handles, and push plates	✓						
8	Clean air supply and exhaust vents	✓						
9	Clean interior glass and frames	✓						
10	Clean office spaces (see office task table)		✓					

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**STAIRS & LANDINGS**

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
	Description of Task Table							
	<b>Stairs &amp; Landings:</b>							
1	Dust mop and damp spot mop hard surface floors				✓			
2	Vacuum carpeted floors	✓						
3	Dust stairway handrails			✓				
4	Mop all spills	✓						
5	Spot sweep steps and landings		✓					
6	Remove stains from carpet	✓						
7	Damp mop all hard floors	✓						
8	Spot clean walls and exit doors							✓
9	Remove fingerprints and grime from all switches, doors, door frames, handles, and push plates							✓
10	Damp clean hand rails, ledged, and spills	✓						
11	Clean air supply and exhaust vents				✓			

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**ENTRIES & LOBBIES**

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
Description of Task Table								
	<b>Entries &amp; Lobbies:</b>							
1	Empty and spot clean trash receptacles	✓						
2	Replace torn or obviously soiled trash can liners	✓						
3	Spot clean and vacuum all carpeted floors (including corners and edges)	✓						
4	Spot clean, sweep or dust mop non-carpeted floors (including corners and edges)	✓						
5	Wet/damp mop non carpeted floors	✓						
6	Spot clean walls & glass doors including frames to head height (70")				✓			✓
7	Clean wall switches, doors, door frames, handles & push plates				✓			✓
8	Clean, sanitize and polish water fountains to a shine (leave no film or residue)		✓					
9	Vacuum and spot clean walk-off mats	✓						
10	Vacuum and/or damp wipe furniture				✓			✓
11	Clean glass display cases			✓				
12	Buff/Burnish (including corners and edges)				✓			
13	Clean directory boards				✓			
14	Clean entire interior glass and frames	✓						
15	Damp clean base boards				✓			✓
16	Low dust all horizontal surfaces to head height (70")				✓			✓
17	High dust all horizontal surfaces above head height, including shelves, moldings and ledges				✓			✓
18	Brush down walls and ceiling vents							✓
19	Shampoo or wipe furniture clean							✓
20	Immediately sweep, mop, vacuum any spills	✓						

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**EXTERIOR ENTRANCES**

		<b>Daily</b>	<b>Twice Weekly</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annually</b>	<b>As Needed/ Requested</b>
	<b>Description of Task Table</b>							
	<b>Exterior Entrances: Terraces, Porches, Patios, and Other Entrances</b>							
1	Sweep up and/or collect trash & debris within 10 feet of entrance. Do not sweep into planters, lawn areas or under bushes	✓						
2	Sweep steps and remove cobwebs	✓						
3	Vacuum/Spot clean floor mats	✓						
4	Clean interior and exterior of entrance door glass and frame	✓						
5	Empty trash cans, damp clean and replace soiled liners	✓						
6	Police outside area and remove litter		✓					
7	Clean and wipe tables	✓						
8	Sweep and wipe door sill	✓						
9	Clean and squeegee/wipe dry all interior and exterior glass surrounding entry doors		✓					✓
10	Clean walk-off mats and walk-off grates	✓						
11	Damp/wet mop brick pavers on patios and balconies							
12	Sweep ceiling and walls							

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**PUBLIC CORRIDORS**

		<b>Daily</b>	<b>Twice Weekly</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annually</b>	<b>As Needed/ Requested</b>
	<b>Description of Task Table</b>							
	<b>Public Corridors:</b>							
1	Vacuum and spot clean all carpeted areas (including but not limited to corners and edges)	✓						
2	Dust mop and damp/wet mop hard surface floors (including but not limited to corners and edges)	✓						
3	Spot clean walls and door glass	✓						
4	Clean glass partitions	✓						
5	Replace soiled and/or torn trashcan liners	✓						
6	Empty and spot clean trash receptacles	✓						
7	Clean, sanitize and polish water fountains (leave no oily film)		✓					
8	Spot clean and spray buff/burnish hard surface floors (including but not limited to corners and edges)	✓						
9	Damp clean base boards		✓					✓
10	Low dust all horizontal surfaces to head height (70")			✓				✓
11	High dust all horizontal surfaces above head height, including shelves, moldings and ledges			✓				✓
12	Clean air supply, exhaust and a/c vents and grills				✓			
13	Extract all carpeted areas	✓						✓
14	Mop, sweep or vacuum spills as needed	✓						✓

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**ELEVATORS**

		<b>Daily</b>	<b>Twice Weekly</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annually</b>	<b>As Needed/ Requested</b>
	<b>Description of Task Table</b>							
	<b>Elevators:</b>							
1	Remove all graffiti, stickers, flyers, posters, etc.	✓						
2	Clean all metal & stainless steel surfaces to a shine		✓					
3	Spot clean & damp mop hard surface floors (including but not limited to corners and edges)	✓						
4	Vacuum and spot clean carpeted areas	✓						
5	Clean keypads and emergency phone	✓						
6	Remove dust, grit and litter from door tracks	✓						
7	Brush down vents/grills/registers			✓				
8	Clean ceiling and removable elevator ceiling panels			✓				
9	Clean light covers				✓			
10	Scrub and re-coat hard floor surfaces							✓
11	Extract carpet							✓
12	High and low dust or vacuum all surfaces			✓				✓
13	Wipe clean all wall horizontal surfaces and rails				✓			✓
14	Disinfect all contact surfaces			✓				✓

**RFP 2020-115 Janitorial Services**  
**Attachment A “Schedule of Services”**

**BREAKROOMS**

		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-Annually	As Needed/ Requested
	Description of Task Table							
	<b>Restrooms</b>							
1	Empty, damp-wipe trashcans and replace liners	✓						
2	Thoroughly clean and disinfect all surfaces of floors, sinks, sink fixtures, and counters	✓						
3	Spot clean all walls, removing spots, stains, and splashes	✓						
4	Remove all graffiti			✓				✓
5	Refill soap, paper towel and dispensers	✓						✓
6	Polish all metal fixtures and surfaces to a shine, leaving no oily residue or film		✓					
7	Spot Clean Mirrors		✓					
8	Sweep, Mop and Disinfect Floor	✓						
9	Damp wipe and Dry all chrome to a shine	✓						
10	Spot clean and sanitize exterior of all soap and paper towel dispensers	✓						
11	Remove fingerprints and grime from wall switches, doors, door frames, handles, and push plates		✓					
12	Clean and disinfect Counter Tops	✓						
13	Low dust all horizontal surfaces to hand height			✓				
14	Descale fixtures with non-corrosive solution	✓						
15	High dust all horizontal surfaces above head height, including shelves, moldings, and ledges				✓			
16	Clean air supply and exhaust vents				✓			
17	Disinfect all tile		✓					
18	Clean and straighten all tables and chairs	✓						

**Janitorial Services Attachment B – County Locations and Square footages**

<b>Building No.</b>	<b>Building</b>	<b>Address</b>	<b>Approx. Sq. Ft. (total)</b>	<b>Approx. Sq. Ft. (hard surface)</b>	<b>Approx. Sq. Ft. (carpet)</b>
1	Jack Hatchell Administration Building	2300 Bloomdale McKinney, TX 75071	82,692	40,097	42,595
2	Bloomdale Courthouse	2100 Bloomdale McKinney, Texas 75071	377,977	133,245	244,732
3	Healthcare Annex	825 N. McDonald McKinney, Texas 75069	34,738	16,650	18,088
4	PW – Service Center	700-A Wilmeth Road McKinney, Texas 75069	10,319	5,475	4,844
5	PW – Farmersville Barn	1269 Hwy. 78 North Farmersville, Texas 75442	1,277	1,277	0
6	PW – Redbarn	700 A Wilmeth Road McKinney, Texas 75069	2,430	2,430	0
7	Medical Examiners	700-B Wilmeth Road McKinney, Texas 75069	8,139	2,903	5,236
8	Justice Center – S.O. Admin	4300 Community Ave. McKinney, Texas 75071	68,601	23,460	45,141
9	Juvenile Detention	4300 Community Ave. McKinney, Texas 75071	4,868	2,927	1,941
10	JJAEP	4650 Community Ave. McKinney, Texas 75071	37,046	26,881	10,165
11	Facilities Central Plant	4600 Community Ave. McKinney, Texas 75071	10,390	3,883	6,507
12	Minimum Security	4800 Community Ave. McKinney, Texas 75071	5,323	1,411	3,912
13	The Landing at Myers Park	7117 County Road 166 McKinney, Texas 75071	6,000	6,000	0
14	Haggard House	7117 County Road 166 McKinney, Texas 75071	1,443	1,443	0
15	900 Building	900 East Park Blvd. Plano, Texas 75074	40,231	4,490	35,741
16	920 Building	920 East Park Blvd. Plano, Texas 75074	21,777	3,841	17,936



## Janitorial Services Attachment B – County Locations and Square footages

Continued:

<b>Building No.</b>	<b>Building</b>	<b>Address</b>	<b>Approx. Sq. Ft. (total)</b>	<b>Approx. Sq. Ft. (hard surface)</b>	<b>Approx. Sq. Ft. (carpet)</b>
17	Farmersville J.P. 2	406 Raymond St, Suite A Farmersville, TX 75442	2,930	1,517	1,413
18	Frisco J.P. 2 / Constable 4	8585 John Wesley Dr., Ste. 130 Frisco, TX 75034	8,108	304	7,804
19	Elections	2010 Redbud Blvd, Suite 102 McKinney, Texas 75069	11,960	804	11,156
20	Animal Services	4750 Community Ave. McKinney, Texas 75071	4,624	4,624	0

<b>Total Number of Buildings:</b>	<b>20</b>
<b>Total Approx. Sq. Ft.</b>	<b>740,873</b>
<b>Total Approx. Sq. Ft. (hard surface)</b>	<b>283,662</b>
<b>Total Approx. Sq. Ft. (carpet)</b>	<b>457,211</b>

**RFP 2020-115 Janitorial Services**  
**Attachment C – “Proposed Equipment”**

[illegible]

**RFP 2020-115 Janitorial Services**  
**Attachment D - "Proposed Costs"**

**Group A: Day Cleaning Employees**

<b>Line No.</b>	<b>Description</b>	<b>Amount</b>	<b>UoM</b>
1	Number of Proposed Day Cleaning Employees Monday-Friday		Each
2	Number of Proposed Day Cleaning Employees Saturday		Each
3	Total Number of Day Cleaning Employees		Each
4	Total Number of Proposed Hours Weekly for Day Cleaning Employees		Hours
5	Number of Proposed Supervisors Monday-Saturday (daytime)		Each
6	Total Number of Hours Weekly for Supervisors (daytime)		Hours
7	Total Monthly Cost for Daytime Scheduled Work	\$ -	
8	Total Annual Cost for Daytime Scheduled Work	\$ -	

**Group B: Night Cleaning Employees**

<b>Line No.</b>	<b>Description</b>	<b>Amount</b>	<b>UoM</b>
9	Number of Proposed Night Cleaning Employees Monday-Friday		Each
10	Number of Proposed Night Cleaning Employees Saturday		Each
11	Total Number of Night Cleaning Employees		Each
12	Total Number of Proposed Hours Weekly for Night Cleaning Employees		Hours
13	Number of Proposed Supervisors Monday-Saturday (night time)		Each
14	Total Number of Hours Weekly for Supervisors (night time)		Hours
15	Total Annual Hours Proposed (night time)		Hours
16	Total Cost for Semi-Annual floor deep-cleaning	\$ -	
17	Total Monthly Cost for Nighttime Scheduled Work	\$ -	
18	Total Annual Cost for Nighttime Scheduled Work	\$ -	

**Cost for Unscheduled Work**

<b>Line No.</b>	<b>Description</b>	<b>Amount</b>	<b>UoM</b>
19	Monday - Friday per hour per employee	\$ -	
20	Minimum hours required (if any)		Hour(s)
21	Saturday per hour per employee	\$ -	
22	Minimum hours required (if any)		Hour(s)
23	Sundays / Holidays per hour per employee	\$ -	
24	Minimum hours required (if any)		Hour(s)
	Unscheduled floor care not required in section 6 or Attachment A		
25	Price per Square Foot for Tile	\$ -	S.F.
26	Price per Square Foot for Carpet	\$ -	S.F.
27	Deduction / Addition Cost per square foot as described in Section 5.22	\$ -	S.F.

# PERFORMANCE BOND

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**WITNESS**

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

# PAYMENT BOND

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

### WITNESS

\_\_\_\_\_

### PRINCIPAL

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

### SURETY

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

### WITNESS

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

## **INFORMATION REGARDING** **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

**Department:**

Rick Monk – Director of Facilities  
Laszlo Vadasz – Facilities Superintendant  
David Rodgers – CAD Operator  
Edward Spence – Housekeeping Coordinator

**Purchasing:**

Michalyn Rains, CPPO, CPPB – Purchasing Agent  
Michelle Charnoski, CPPB – Asst. Purchasing Agent  
Hunter Alley – Buyer II

**Commissioners' Court:**

Chris Hill – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Darrell Hale – Commissioner Precinct No. 3  
Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Signature of U.S. person ▶</b>  <b>Date ▶</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.