

PREMONT ISD



REQUEST FOR PROPOSALS
FOR
CUSTODIAL, GROUNDS and FACILITY MAINTENANCE
FOR 2017-2018 SCHOOL YEAR

IMPORTANT DATES

RFP Release Date	June 27, 2017
Deadline for Questions (8:00 AM)	July 14 2017
Proposals Due/Proposal Openings (2:00 PM).....	July 21, 2017
Award	August 1, 2017

Premont Independent School District
429 SW 4th Street, Premont, Texas 78375
361.348.3915, ext. 2000
www.premontisd.net

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I. ABOUT PREMONT INDEPENDENT SCHOOL DISTRICT

Premont Independent School District ("PISD") is a political subdivision of the State of Texas serving Pre-K through 12th grade students. The district serves approximately 511 students within its school district boundaries. School District is located in Jim Wells and Duval County, Texas.

II. NOTICE TO BIDDERS

The Premont Independent School District ("PISD") is requesting proposals for "Custodial, Grounds Maintenance, and Facility Maintenance" for two schools within the District. Proposals should be addressed to Mr. Steve VanMatre, Superintendent of Schools, and must be received at 429 SW 4th Street, Premont, TX 78375 until 2:00 PM July 21, 2017, at which time they will be publicly opened and read.

A copy of the Request for Proposal can be obtained by contacting:

Steve VanMatre, Superintendent
Email: svanmatre@premontisd.net
Phone: (361) 348-3915, ext. 2000

PISD reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the District. PISD further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the District determines not to be in the best interest of the District.

The purpose of this Request for Proposals ("RFP") is to establish a contractual relationship with one or more experienced and qualified service providers for the above listed services. Responses to this RFP may also be used to establish a list of approved contractors for related services at campuses other than those listed herein.

III. INSTRUCTIONS TO BIDDERS

1. Each interested bidder shall furnish as part of this proposal a complete general description of experience in the fields of Custodial, Grounds Maintenance and Facility Maintenance service as related to the service(s) you propose to provide. Please reference the scopes of work provided in Attachments A-C of this RFP. Included shall be the following in order:
 - a. Cover Letter indicating the services you are proposing to provide *(1 page)*
 - b. Firm Information *(1 page)*
 - i. Name and local address(es) of the firm
 - ii. A brief overview of firm history, philosophy and capacities
 - iii. Franchise Tax Account Status page from the State of Texas Comptroller
 - c. Experience: Describe the Contractor's duration and extent of experience in the execution of Custodial services, Ground Maintenance services and/or Facility Maintenance services. *(1 Page)*
 - d. Approach: Present overall approach (supervision, staffing, training, safety, means and methods, quality control, monitoring and controlling, reporting, collective action) to meet the Scope of Work for each service(s) being proposed by the Contractor. If the Contractor proposes additions, modifications, changes, substitutions, or deletions to the Scope of Work that will add value to PISD, provide such with explanation in Section J - Exceptions. Clearly state on the Bid Forms that the services priced did or did not include these additions, modifications, changes, substitutions, or deletions. *(5 Page maximum)*

- e. Qualifications: Describe the qualifications of key Contractor personnel and supervisory and other support personnel. (1/2 Page per Person)
 - f. Current Client List in the cities where Contractor is providing the services being proposed. Provide name and address, length of service, and services being provided.
 - g. Termination History: List clients/programs where Contractor's services have been discontinued or terminated for any reason, in the last five years and the reasons why.
 - h. Bid Forms
 - i. Submittals
 - j. Exceptions: Submit as an attachment, any and all proposed exceptions, alterations, additions, or modifications to this RFP.
2. Please submit (1) one original, four hard copies and an electronic copy of the proposal. Hard copies must be bound. Electronic copies must be submitted in a flash drive or in a CD. We do not accept proposals via email.
 3. Proposals are to arrive no later than the due date and time and shall be addressed to:

Mr. Steve Van Matre, Superintendent
Premont Independent School District
429 SW 4th Street
Premont, Texas 78375
 4. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
 5. At any time prior to the specified time and date set for proposal opening as set forth above, a bidder or a designated representative may withdraw a submitted proposal by submitting a request in writing.
 6. All responsive proposals shall include the submittals and forms provided in this RFP. It is permissible to copy these forms if required.
 7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
 8. It is the responsibility of all bidders to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
 9. Awards, if any, shall be made with reasonable promptness to the Contractor(s) whose proposal(s) in accordance with the Criteria Evaluation best conforms to the invitation and will be the most advantageous to PISD. The award(s) may be made on the basis of factors other than the lowest price proposal.
 10. Unless otherwise specified, this contract shall be valid from August 1, 2017 through July 31, 2018. This contract may be renewed for up to two (2) additional one-year terms if mutually agreeable to all concerned parties. The contract may consist of a master service agreement or another contract method that best serves PISD and is agreeable to the selected Contractor(s).
 11. Prices shall remain firm for the first year of any contract awarded. If a price increase is determined to be necessary, proper and advance notice will be sent by the Contractor to the office of the Superintendent immediately upon the decision being made by the Contractor to increase the price for any services. All price increases must have prior approval of PISD.

12. The preferred contract type to be awarded is a fixed monthly fee. However, if a Contractor has reason to believe a better (more cost effective) method is practical, then the Contractor is encouraged to offer that better pricing option as an alternative in its submitted proposal. PISD will consider any type of contract it feels provides the best value.
13. PISD reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.
14. PISD is exempt from local, state and federal taxes. PISD will supply tax exemption information upon request. In the event that taxes are imposed on the goods and/or services purchased, PISD will not be responsible for payment of the taxes. The Contractor shall bear the responsibility for all taxes.
15. PISD standard payment terms are net 30 days after receipt of invoice. Contractor may offer PISD a cash discount for payment of an invoice(s) with stated discount terms. Contractor's invoices should be sent to the District main office.
16. Contractor's invoices must contain the appropriate purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Contractor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.
17. In the event a Contractor presents PISD with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. PISD will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Contractor.
18. There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by PISD. However, the Contractor shall furnish all required goods and/or services to PISD at the stated price, when and if required.
19. Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Jim Wells, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.
20. It is understood and agreed that the Contractor is a separate legal entity from PISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of PISD. The Contractor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
21. If, following seven (7) calendar days of a written notice to a Contractor identifying defective or nonconforming work, the Contractor or its sub-contractors fail to correct such defective or nonconforming work, PISD may order the Contractor to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Contractor or its sub-contractors. If PISD requires the defective or nonconforming work to be corrected by a service provider other than the Contractor, the Contractor will be responsible for the cost incurred by PISD to remedy the Contractor's defective or nonconforming work.

22. In the performance of the Contractor's services, the Contractor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Contractor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Contractor's activities.
23. Notwithstanding any other provision of this Request for Proposal (including all attached documents), the School expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a Request for Sealed Proposals.
24. BY SUBMITTING A PROPOSAL, THE PROPOSER/ OFFEROR / CONTRACTOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST PREMONT INDEPENDENT SCHOOL DISTRICT, AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

IV. WEIGHTED CRITERIA EVALUATION

The evaluation of proposals will be based on the following criteria and scored in the following manner:

Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria:

- Contractor is properly incorporated or licensed to do business in the State of Texas
- Contractor doesn't have a record of substandard work
- Contractor has submitted a proposal, meeting all of the requirements of the RFP

Evaluation Criteria

Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

1. The experience and reputation of the Contractor in providing similar services to public schools.
2. The financial strength and resources of the Contractor to meet the School's needs throughout the term of the resulting contract.
3. Qualifications of key Contractor personnel and supervisory and other support personnel.
4. Contractor's past relationship with PISD.
5. Quality of the Contractor's services and to the extent the Contractor's services meets PISD's needs.
6. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein under Specifications.
7. General approach by Contractor to meet the Scope of Services and District needs in an effective and efficient manner.
8. Contractor's bid pricing proposed to PISD.

V. STANDARD TERMS AND CONDITIONS

1. **PROPOSAL:** A response to a Request for Proposal is an offer to contract with the School based upon the instructions to bidders, standard terms and conditions, scope of work, requirements and specifications, and other attachments of this proposal.
2. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach the Premont Independent School District ("PISD") Superintendent's Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
3. **INTERNET DOWNLOADS:** Contractors who have not obtained this solicitation document directly from PISD, or who may have downloaded the document from the PISD website, shall be responsible for immediately notifying PISD of their interest in order to receive all written addenda on a timely basis. Contractors who do not so notify PISD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposals solicitation.
4. **REJECTION/AWARD:** PISD reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
5. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period affirm offering.
6. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify the Contractor from consideration.
7. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Contractor may be removed from approved Contractor list.
8. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, a Contractor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor's response, directly or indirectly, through any contact with school board members or other PISD officials from the date this solicitation is released until the award of a contract by the PISD Board of Trustees.
9. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between PISD and the Contractor or between PISD and the Contractor's employees. PISD shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for PISD employees, nor be covered by the PISD Workers' Compensation Program.
10. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless PISD, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of PISD is not the cause of the loss, claim, damage expense or cost.

11. GRATUITIES: PISD may, by written notice to the Contractor, cancel this contract without liability to PISD if it is determined by PISD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of PISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by PISD pursuant to this provision, PISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of PISD. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. INTERPRETATION OF EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
16. APPLICABLE LAW: This contract shall be governed by the policies of the PISD Board of Trustees, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. PISD Board Policies will be made available upon request.
17. ADVERTISING: Contractor shall not advertise or publish, without the prior consent of PISD, the fact that PISD has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
18. LEGAL VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Jim Wells County, Texas.
19. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of PISD and to the extent feasible shall be identified by the Contractor as such.
20. FUND AVAILABILITY: Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the PISD Board of Trustees or otherwise not made available to PISD.
21. ASSOCIATION: Contractors may not use the PISD official logo(s), or any phrase associated with PISD,

without the written permission from PISD.

22. **RIGHT TO AUDIT:** PISD reserves the right to audit the successful bidders' books. Successful bidder shall establish and maintain a reasonable accounting system that enables PISD to readily verify successful bidders' expenses and costs of goods with regard to work done under this Request for Proposals. PISD and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Request for Proposals kept by or under the control of the successful bidder, including, but not limited to those kept by the successful bidder, its employees, agents, assigns, successors, and sub-contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
23. **CANCELLATION OR RESCHEDULING OF STATEMENT OF WORK SERVICE.** Unless otherwise expressly provided in a Statement of Work, PISD may cancel or reschedule a specific task to be performed under a Statement of Work without charge if notice of the cancellation or rescheduling is provided to Contractor at least one (1) business day prior to the effective date of such cancellation or rescheduling; otherwise PISD will pay Contractor an amount equal to eight (8) hours at the applicable hourly rate(s) specified in the applicable Statement of Work or if no labor rate is specified, then at Contractor's standard hourly rate(s) for each Contractor personnel resource who was scheduled to provide the cancelled or rescheduled task. PISD will also reimburse Contractor for all non-cancelable, non-refundable expenses incurred by Contractor to the extent that they cannot otherwise be reasonably redeployed or reused by Contractor. To the extent expressly provided in a Statement of Work, cancellation of a specific Service task under a Statement of Work may be subject to payment of an applicable termination fee.
24. **CONFIDENTIALITY.** Contractor acknowledges that, as a result of its providing the Services to PISD, it may be exposed to highly sophisticated computer systems, products, and databases of proprietary information. Contractor agrees that this and all other information relating to PISD or its customers or suppliers with which Contractor may come in contact while on PISD Sites shall be considered "Confidential Information". Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the other party's Confidential Information that has been disclosed to it. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will the recipient exercise less than reasonable care in protecting such Confidential Information. Except as otherwise provided herein, each recipient will only disclose the other party's Confidential Information on a need-to-know basis to its employees, and to its agents, consultants or contractors or their respective employees, each of which is subject to confidentiality obligations substantially similar to those contained in this Agreement. Nothing herein will prevent either party from supplying such Confidential Information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as a party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles including, without limitation, statements or disclosures to such party's lawyers or accountants.
25. **LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE:** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. Notwithstanding anything herein to the contrary, PISD shall have the continuing right to terminate this contract at the end of each fiscal year during the term of the contract with regard to any services to be performed after the end of such fiscal year, without PISD incurring any liability to the Contractor as a result of such termination, including early termination charges. If PISD terminates this contract pursuant to this paragraph,

Contractor will have the right to collect and retain payment for services rendered to PISD through termination date but shall not be entitled to any early termination charges.

26. PISD'S GOVERNMENTAL IMMUNITY: The Parties are aware that there are constitutional and statutory limitations on the authority of PISD (a public entity) to enter into certain terms and conditions of the CONTRACT, including, but not limited to, any terms and conditions relating to liens on PISD's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on PISD except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Contractor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to PISD under applicable law.

VI. STANDARD TERMS AND CONDITIONS

A. PERSONNEL AND BACKGROUND CHECK

1. Within 30 days of award of the contract, the Contractor(s) will be required to interview, but not necessarily to hire each PISD employee currently engaged in providing custodial, grounds or facility maintenance services at any of the schools listed in this RFP. The Service Provider will only be required to interview up to their proposed staffing level.
2. The Contractor must supply proof that staff have been through a background check process pursuant to PISD standards, passed a drug screening, and evidence of sufficient liability and worker's compensation insurance covering staff before the contract employee begins work at a PISD facility or anytime thereafter. Any expense associated with the background checks whether by PISD, a third party, or by the Contractor, will be borne by the Contractor. PISD standards require all employees, substitutes and contractors to complete the fingerprinting process implemented by the SBEC/Texas DPS FACT Clearinghouse prior to employment. PISD will subscribe to the fingerprint record of each Contractor staff member assigned to PISD.
3. The Contractor must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, and date of birth. When new personnel are assigned, this information must be given to the Director of Facilities immediately and clearly identified as an update to the initial list.

All Contractor employees are subject to security clearances as may be required by PISD.

4. PISD reserves the right to terminate the contract with the Contractor at any time due to breaches in security caused by the Contractor's personnel.
5. All services herein provided shall be done in a courteous and orderly manner with a minimum of inconvenience to PISD students, their families, and employees.
6. The Contractor's personnel shall, at all times, wear a uniform supplied by the Contractor bearing the company logo or other company identification. All Contractors' personnel shall wear laminated picture identification on their left or right breast area on their uniform issued by the Contractor. The identification shall clearly display the individual's first and last names printed in block letters underneath the picture. The Contractor's logo shall also appear on the picture side of the card. Personnel must

present a neat appearance and all work shall be performed and all complaints handled with due regard to PISD's public relations.

7. The Contractor shall provide support involving the standardization of the custodial and maintenance programs.
8. The Contractor shall assist in training, management and direction of all custodial and maintenance personnel in the performance of their respective duties.
9. The Contractor shall provide the necessary supplies and equipment for the custodial and maintenance staff to use for proper performance of their duties as a part of the custodial and maintenance programs.
10. The Contractor shall provide and maintain training equipment, films, slides, videos, literature, daily work schedules, project schedules and training manuals to be used in the training of custodial and maintenance personnel.
11. The Contractor shall utilize competent employees in performing the work specified in this quotation.
12. Contractor shall be responsible for any thefts, damage or telephone charges that are proven to be attributed to the Contractor's personnel.
13. The Contractor shall provide a qualified English-speaking supervisor or foreman on-site with each crew at all times during any custodial or maintenance activities to be responsible for the progress of the work and the conduct of the Contractor's personnel.
14. The Contractor shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, and all rules and regulations promulgated there under.
15. The Contractor shall agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.
16. At no time may the Contractor bring their children to PISD campuses during the Contractor's work activities.

B. EQUIPMENT AND MATERIALS

1. The Contractor shall furnish and pay necessary expenses for all tools, equipment, supplies, materials, and cleaning chemicals required to perform the services described herein. PISD reserves the right to inspect equipment used in the performance of this contract. Any equipment found to be in an unsafe or non-operating condition must be replaced immediately at the Contractor's expense. Failure to provide suitable equipment may be grounds to terminate the contract.
2. Contractor will provide expendable items such as hand soap, toilet tissue, trash liners, paper towels, and metered aerosol.

C. HEALTH, SAFETY AND ENVIRONMENT (HSE)

1. The Contractor shall ensure the safety of all students, staff, visitors, and Contractor personnel while performing maintenance and custodial duties.

2. Contractor shall provide to each facility MSDS {Material Safety Data Sheets) on all cleaning supplies and other chemicals used at the respective facility.
3. The Contractor shall ensure environmentally friendly products to be used where possible.
4. The Contractor shall ensure floor areas being worked on will have adequately positioned caution signs.
5. The Contractor shall ensure custodial and maintenance storage rooms are kept clean and orderly.
6. The Contractor shall be responsible for all injuries to persons caused by its staff, equipment or supplies.
7. The Contractor shall wear adequate safety equipment for the tasks involved (e.g. safety shoes), and train their employees on the safe use of hazardous materials in the workplace. Training shall be documented in English and Spanish.
8. The Contractor shall ensure all containers of hazardous materials are clearly identified, labeled and properly stored and safeguarded at all times.
9. The Contractor shall be responsible for all damage caused by its employees, its equipment or its supplies, the School's property, equipment, buildings and building contents.
10. With regards to health and safety issues, the Contractor shall report immediately to the security guards, if present, or a PISD designated representative if outside of normal working hours. During normal hours, they are to be reported to the Superintendent of Schools or his designated representative.

D. INSPECTION AND SUPERVISION

1. PISD and the Contractor(s) will mutually develop Key Performance Indicators ("KIP") within ninety (90) days of the full execution of this contract.
2. The Contractor agrees, at all times, to provide a competent foreman or supervisor on the job.
3. Such foreman or supervisor shall have full authority to act for the Contractor and to receive and execute orders from a designated PISD employee at each campus. Any instructions given to such foreman or supervisor executing work for the Contractor shall be binding on the Contractor.
4. Contractor must submit name (s) and telephone number(s) of management personnel to be contacted twenty-four (24) hours per day if problems or emergencies occur.
5. Contractor must submit location of the office that will be responsible for managing this contract, including name, address, telephone number, fax number, 800 number (if available), and e-mail address.
6. Contractor must fill out daily work logs and turn them into a designated PISD employee at each campus.
7. Contractor will perform a monthly walk through with the Superintendent of Schools or his representative on one week of each month. Weekly check lists and monthly service evaluation forms will be provided to the selected Contractor. During the initial months of the contract, the School Superintendent or his representative may schedule weekly site walk through to inspect performance and develop a working relationship with the Contractor.
8. A PISD designated representative will make daily inspections of each campus related to the appearance of the facility and the Contractor's performance. The Contractor shall make repairs and adjustments as

required by PISD.

9. Prior to beginning work under this contract, the Contractor will provide the Superintendent of Schools or his designee with a detailed custodial and maintenance schedules of how he expects to accomplish the work along with a statement of anticipated labor forces in order to maximize production, quality and efficiency. The schedule shall include target dates for all cyclic and period work, time estimates for task completion, staffing requirements, equipment, and material requirements, etc. Any time the schedule changes or is anticipated to change, the Contractor will provide the Superintendent of Schools or his designee with a revised schedule.
10. The Contractor's authorized representative shall personally contact the Superintendent of Schools or his designated representative should any unforeseen problems arise or if a planned maintenance or custodial activity is not to occur on any given day due to weather or any other reason. The Contractor shall issue written daily work reports on company letterhead or printed company work reports, which may include:
 - a. Date
 - b. All information in ink.
 - c. Signature of employee generating report.
 - d. The number of maintenance people on site.
 - e. All tasks performed.
 - f. Equipment and material used on each site.
 - g. General weather conditions.
 - h. General site conditions.
 - i. Specific problems or conditions requiring attention, including any property damaged.
 - j. Time of entry on and exit from each site.
11. Changes to this list may occur through the course of the contract and are to be approved by the School Superintendent or his designee prior to adoption.
12. Written daily reports are to be filed with the Superintendent of Schools or his designated representative at the completion of each workday.
13. It will be Contractor's responsibility to provide sufficient, trained and background-checked personnel, materials and equipment to meet the work schedules. Periodic meetings will be held either on-site or in the offices of the School Superintendent or his designee to discuss progress made to date and modifications to the staffing, schedule, and Contractor's means and methods required to meet short term as well as long term objectives and goals of the School Superintendent. It is further understood that a representative of the Contractor shall attend all job meetings of this nature.

VII. PISD CAMPUSES SQUARE FOOTAGES

PROPERTY NAME	SPACE (SQ. FT.)*	ADDRESS	CITY	ZIP
Premont ISD Central Office	3,500	439 SW 4 th Street	Premont	78375
Premont ISD High School	70,000	510 S. Elaine Street	Premont	78375
Premont ISD Elementary School	55,000	608 E. Delores Street	Premont	78375
Premont ISD C.A.S.E. Center	1,750	439 SW 4 th Street	Premont	78375
Premont ISD Alternative (DAEP) Classroom	1,000	439 SW 4 th Street	Premont	78375
Premont ISD Technology/Board Room	1,500	439 SW 4 th Street	Premont	78375

*** Square footage numbers are approximations. All companies will have an opportunity to inspect and measure each facility prior to RFP submission. Please contact Steve VanMatre for inspection date(s).**

VIII. SUBMITTALS AND BID FORMS

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products-Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$500,000.00 for each occurrence, \$500,000.00 Aggregate - Disease.

OTHER INSURANCE PROVISIONS

1. PISD shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to PISD. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the School District, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Mr. Steve Van Matre, Superintendent
Premont Independent School District
429 SW 4th Street
Premont, Texas 78375
6. Insurance Certificate must be submitted and issued with PISD listed as the certificate holder.

Cancellation Policy must read as follows:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named."

A. INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the Contractor identified below. If the Contractor identified below is awarded this contract by the Premont Independent School District, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to PISD meeting all of the requirements contained in this bid.

Agent Signature

Printed Name

Name of Insurance Carrier

Address of Agency

City

State

Zip

Phone Number

Fax Number

E-Mail Address

Contractor Name

Agent Signature

Printed Name

Acknowledgement

Subscribed and Sworn before me by the above named _____ on this _____ day of _____, 2017.

[seal]

Notary Public in and for the
State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the School has the right to declare this Contractor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Mr. Steve VanMatre, at (361) 348-3915, ext. 2000 or svanmatre@premontisd.net.

B. REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public school districts) where the same or similar services as contained in this specification package were recently provided by Contractor:

Company Name #1: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail: _____

Telephone Number: _____ Fax Number: _____

Date of Services: _____

Services Provided: _____

Company Name #2: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail: _____

Telephone Number: _____ Fax Number: _____

Date of Services: _____

Services Provided: _____

Company Name #3: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail: _____

Telephone Number: _____ Fax Number: _____

Date of Services: _____

Services Provided: _____

C. BIDDER'S CERTIFICATION

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all instructions to bidders, standard terms and conditions, requirements and specifications, scopes of work, and other attachments associated with this RFP, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all instructions to bidders, standard terms and conditions, requirements and specifications, scopes of work, and other attachments associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all instructions to bidders, standard terms and conditions, scope of work, requirements and specifications, scopes of work, and other attachments associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes, and
6. Acknowledges receipt of the following addenda:
 - a. Addendum # _____ dated _____
 - b. Addendum # _____ dated _____
 - c. Addendum # _____ dated _____
 - d. Addendum # _____ dated _____

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

Tax ID No. *

* Only required for Contractors not having conducted previous business with PISD. This is required for a Contractor to be set up in PISD's vendor database.

D. FELONY CONVICTION NOTIFICATION FORM

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states a "public school" may terminate a contract with a person or business entity if the "public school" determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The "public school" must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

CONTRACTOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PLEASE PRINT): _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

A. Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

B. Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (additional details may be submitted with this notification on a separate document):

Name of Felon(s): _____

Details of Convictions(s): _____

C. Signature of Company Official: _____

E. NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____, of lawful age, being duly sworn, on oath says, that (s)he is the agent authorized by the proposal to submit the attached proposal. Affiant further states that the proposer has not been a party to any collusion among proposal/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any Premont Independent School District employee, Board member, or consultant as to quantity, quality, or price in the prospective contract, or any other terms of said proposers and any Premont Independent School District employee, Board member, or consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Signed

Title of Above Signature

SUBSCRIBED and SWORN before me this _____ day of _____, 2017.

Notary Public (or Clerk or Judge)

State of _____

My commission expires: _____

F. DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.
5. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Signature of Authorized Representative

Printed Name and Title

Name of Organization/Firm/Company

G. AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, Contractor, or sub-contractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature of Authorized Representative

Printed Name and Title

Name of Organization/Firm/Company

H. OUT OF STATE CERTIFICATION

As defined by Texas House Bill 602, a "nonresident Proposer" means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "**Resident Proposer**":

Company Name (Please Print)

I certify that my company qualifies as a "**Resident Proposer**":
(NOTE: You must furnish the following information)

Indicate the following information for your "**Resident State**": (The state your principal place of business is located in)

Company Name (Please Print)

Address

City

State

Zip

A. Does your "resident state" require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

YES

NO

B. What is the prescribed amount or percentage? \$_____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

I. CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

J. BID FORM

Name of Proposing Organization

Signature of Contact Person

Name and Title of Contact Person

Title of Contact Person

Telephone Number of Contact Person

E-Mail Address of Contact Person

Base Pricing

Contractors pricing is to reflect an award by PSD for one or more services described in the Scopes of Work (Attachments A-C): for each facility listed, including all personnel, supplies, and equipment necessary to perform the service(s) in accordance with this RFP. Bids are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Custodial Services.

BASE PRICING PER MONTH

Service	Central Office	High School	Elementary School	C.A.S.E. Center	Alternative Classroom	Technology Board Room	Monthly Total For Service
Custodial							
Grounds							
Facility Maintenance							
Account Management (if Services are integrated)							
Monthly Total For Location							

J. BID FORM – Continued...

Additional Services Hourly Pricing:

Contractor is to provide hourly rates pricing in the tables below for work requested by PISD that would be outside the scope of services.

ADDITIONAL CUSTODIAL SERVICES HOURLY PRICING

Additional Custodial Services	Central Office	High School	Elementary School	C.A.S.E. Center	Alternative Classroom	Technology Board Room
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						
Emergency Hourly Rate						

ADDITIONAL GROUNDS SERVICES HOURLY PRICING

Additional Custodial Services	Central Office	High School	Elementary School	C.A.S.E. Center	Alternative Classroom	Technology Board Room
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						
Emergency Hourly Rate						

ADDITIONAL FACILITY MAINTENANCE SERVICES HOURLY PRICING

Additional Custodial Services	Central Office	High School	Elementary School	C.A.S.E. Center	Alternative Classroom	Premont Secondary School
Plumber						
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						
Emergency Hourly Rate						
Electrician						
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						

Emergency Hourly Rate						
HVAC Technician						
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						
Emergency Hourly Rate						
Handy Man						
Hourly Rate						
Weekend Hourly Rate						
Holiday Hourly Rate						
Emergency Hourly Rate						

IX. ATTACHMENTS

- A. Scope of Work – Custodial Services
- B. Scope of Work – Grounds Maintenance Services
- C. Scope of Work – Facility Maintenance Services
- D. School Calendars

ATTACHMENT A: SCOPE OF WORK – CUSTODIAL SERVICES

1. Summary

This scope of work provides an overview of the custodial services to be provided at the sites identified in the RFP. Contractor will provide the management, labor, equipment and cleaning materials to provide the Custodial Services outlined in this scope of work. It is preferred that the Contractor perform Custodial services after school hours Monday through Friday (excluding school holidays); however, the exact schedule will be determined upon selection of the Contactor(s). The Custodial Services will be provided in the following areas within each site:

- Entrances, lobby, and halls
- Classrooms, computer labs, library, offices, and conference rooms
- Floors, walls, windows, and doors
- Gym
- Nurse Office
- Lunchrooms
- Restrooms

Custodial services will at PISD be provided at the APPA Cleaning Standard Level 2.

2. Custodial Services

The Contractor shall provide the following scope of work with direct coordination with the School Superintendent or his designee:

- a. Common Areas (Entrances and Public Areas)
 - i. Clean public telephones
 - ii. Clean and disinfect water fountains
 - iii. Vacuum walk off mats
 - iv. Clean exterior glass doors/sidelights
 - v. Spot clean carpets
 - vi. Maintain exterior entrances 10 ft. in perimeter
 - vii. Maintain sidewalks, parking areas for trash
 - viii. Clean and sanitize drinking fountains
 - ix. Clean and polish thresholds
 - x. Damp wipe marble surfaces /wainscoting
 - xi. Treat wood surfaces
- b. Classrooms/Computer Labs
 - i. Wash/wipe white boards when no information remains
 - ii. Empty and clean pencil sharpeners
 - iii. Spot clean carpet
 - iv. Spot clean furniture
 - v. Clean and polish threshold
- c. Restrooms and locker Rooms
 - i. Clean and sanitize fixtures, including showers
 - ii. Clean partitions and floors
 - iii. Clean and disinfect water fountains
 - iv. Check and replenish consumable goods
 - v. Clean and sanitize dispensers
 - vi. Clean mirror frames and surfaces
 - vii. Polish stainless steel

**ATTACHMENT A:
SCOPE OF WORK – CUSTODIAL SERVICES**

- viii. Dust air vents
- ix. Dust locker tops
- x. Spot clean locker surfaces/benches
- d. Executive Offices
 - i. Clean/disinfect phones
 - ii. Clean and polish thresholds
- e. General Office Areas
 - i. Spot clean glass
 - ii. Clean and polish thresholds
- f. Lab Areas
 - i. Clean and polish thresholds
 - ii. Damp wipe marble surfaces/wainscoting
- g. Nurse Office
 - i. Damp disinfect microfiber mop hard surface floors
 - ii. Clean glass
 - iii. Clean and disinfect sinks, open counter areas
 - iv. Clean vents
- h. Stairwells
 - i. Spot microfiber hard surface floors
 - ii. Spot clean hard rails
- i. Gym
 - i. Clean and disinfect mats in dance rooms
 - ii. Wipe down and sanitize fitness equipment
 - iii. Check and refill dispensers
- j. Cafeterias
 - i. Clean and sanitize Serving Areas
 - ii. Clean tables used by student
 - iii. Clean Floors
- k. Library
 - i. Clean and polish thresholds
- l. Break Areas/Kitchen for Staff-Faculty
 - i. Clean and disinfect counters and sink areas
 - ii. Clean appliance exteriors
 - iii. Clean and polish thresholds
 - iv. Clean ground windows
 - v. Clean interior of refrigerators
- m. Trash Removal
 - i. Waste removal shall be to designated containers.
 - ii. All areas where separate waste containers for recyclable materials are located shall be emptied into designated recycle containers.
 - iii. Remove cardboard recyclables and place in designated container.
 - iv. Trash containers shall be kept clean.

ATTACHMENT A: SCOPE OF WORK – CUSTODIAL SERVICES

n. Tasks as needed

- i. Remove all trash and replace liners as needed
- ii. Spot clean walls, floors, and doors
- iii. Thoroughly vacuum all carpeted areas
- iv. Extract carpets
- v. Microfiber mop hard surface floors
- vi. Damp microfiber mop hard surface floor
- vii. Clean baseboards, where accessible
- viii. Dust horizontal surfaces (including chair bases, table legs, knee wells)
- ix. Dust blinds
- x. High dust 70" from floors including vents
- xi. Clean air returns
- xii. Sweep storage spaces
- xiii. Wet mop or scrub loading platforms /adjacent areas
- xiv. Burnish hard surface floors
- xv. Extract Walk off mats
- xvi. Auto scrub hard surface floors
- xvii. Strip and refinish hard surface floors
- xviii. Treat wood surfaces
- xix. Scrub restroom floors
- xx. Auto scrub gym floors

o. Emergencies

- i. Contractor will provide personnel to respond to emergency situations within thirty minutes of notification (spills, shortage of supplies, missed cleaning from prior night) during normal business workday (0700-1700) while personnel is on site. Contractor will respond to emergency situation within four hours outside of normal onsite personnel shift ends, based on time of original call.

3. APPA Cleaning Standards

a. **Level 1 – Orderly Spotlessness**

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

b. **Level 2 – Ordinary Tidiness**

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dust, dirt, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

ATTACHMENT A: SCOPE OF WORK – CUSTODIAL SERVICES

c. Level 3 – Casual Inattention

- Floors are swept or vacuumed clean, but upon close observation there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
- There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

d. Level 4 – Moderate Dinginess

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained, marked, and smell sour.

e. Level 5 – Unkempt Neglect

- Floors and carpets are dull, dirty, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers are stained and marked and/or smell sour.
- Overflowed pencil sharpeners

ATTACHMENT B: SCOPE OF WORK – GROUNDS SERVICES

1. Summary

This scope of work provides an overview of the grounds services to be provided at the sites identified in the RFP. The following standards apply for Grounds Services to be provided:

- Mow, Trim, Blow
 - » To be rendered each mowing on a weekly basis as weather conditions permit. Service includes: (a) mow existing areas; (b) string trim around sidewalks, driveways, buildings, trees, and shrubs; and (c) blow grass cuttings off sidewalks, driveways, and patios.
- Maintain Trees, shrubs and Groundcover
 - » To be rendered periodically as seasonally and horticulturally appropriate.
- Irrigation System
 - » To be thoroughly evaluated monthly and visually inspected each visit.

Additionally, Grounds Services will be provided at APPA Ground Standards Level 2.

2. Schedule

The Grounds Services will be provided one day per week during the growing season and bi-monthly during the winter with coordination with the School Superintendent or Designee. No specific start time is mandated; however, PISD will provide access to all parts of its property where Contractor is to perform work as required by this SOW.

3. Weekly Services

a. Lawn Care:

- i. Mowing and Edging: Lawns shall be mowed during the active growing season and as needed during other seasons. During extended rainy periods, mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. Edges will be trimmed to maintain a neat appearance each visit.
- ii. Fertilization: Lawn will be fertilized three times per year or as necessary with a commercial fertilizer.
- iii. Fungicide: Apply recommended, legally approved fungicides to control disease-causing damage when necessary. (Additional cost)
- iv. Pesticide: Apply recommended, legally approved pesticide to control or prevent damage causing insects when necessary. (Additional cost)
- v. Weed Control: All turf areas will be surveyed for weed content throughout the year. If a known problem exists in the summer/winter lawn, a pre-emergent and post-emergent program may be necessary. This would be an additional expense to the owner unless included. The chosen chemical will be recommended and legally approved for the specific weed problem.
- vi. Core aeration: Loosen soil compaction and allow for water and nutrients to penetrate and increase root development. (Additional cost)

b. Ground Cover and Shrub Areas:

- i. Edging: Edge ground cover as needed to keep within bounds and away from obstacles.
- ii. Pruning: Shrubs will be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill/frost damage.
- iii. Weed Control: Provide labor and chemicals to keep planter beds and shrub areas free of weeds (post-emergent) provided that two applications of pre-emergent are approved and applied per year (post-emergent is included). Bi-annual weed treatment in granite areas (pre-emergent); bid provided twice annually (extra service or may be included). The chosen chemical will be recommended and legally approved for the specific weed problem.

ATTACHMENT B: SCOPE OF WORK – GROUNDS SERVICES

- iv. Fertilization: Shrubs and ground cover will be fertilized as necessary to maintain healthy and vigorous growth.
 - v. Fungicide: Apply recommended, legally approved fungicides to control disease-causing damage when necessary. (Additional cost)
 - vi. Pesticide: Apply recommended, legally approved pesticides to control insects causing damage to ornamentals when necessary. (Additional cost)
- c. Tree Care:
- i. Pruning: Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees smaller than 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees smaller than 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage. No branch over 2 inches in diameter will be removed by normal maintenance crew.
 - ii. Staking: Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4 inches the removal to be discussed with PISD Superintendent of Schools.
 - iii. Deep root fertilization: Apply recommended fertilizers annually via deep root injection. (Additional cost)
- d. Granite Areas:
- i. Decomposed granite and gravel areas will be inspected on days of service. Weeds and grasses will be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.
- e. Automatic Irrigation System:
- i. Irrigation will be inspected once each month by activating each valve and inspecting for proper operation and coverage. A report will be generated and forwarded to the owner for action.
 - ii. If applicable, watering will be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape, excepting local laws and ordinances limiting irrigation use. Watering will be done at night or early morning per ordinance, unless notified otherwise by PISD Superintendent of Schools.
 - iii. Any damage to the irrigation system caused by Contractor while carrying out maintenance operations will be repaired without charge. Where practical, repairs will be made within one watering period.
 - iv. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to PISD Superintendent of Schools. Cost of labor and material to perform repair is A/B and will be paid for by PISD upon authorization. Irrigation repairs may not be made without prior approval by PISD Superintendent of Schools.
 - v. Whenever possible, PISD Superintendent of Schools or representative will be instructed on how to turn off system in case of emergency. Contractor is to be notified immediately. If Contractor is required to make emergency repairs or adjustments other than during regularly scheduled visits, a minimum charge will apply.
- f. Debris Cleanup:
- i. All landscape areas will be inspected on days of service and normal accumulation of trash and debris removed. Excessive debris i.e. storm damage or dumping will be at additional cost as agreed per occurrence. Gardening debris generated from work will be removed from paved areas on days of service.

ATTACHMENT B: SCOPE OF WORK – GROUNDS SERVICES

4. APPA Grounds Standards

Level 1 – State-of-the-art maintenance applied to a high-quality diverse landscape.

- **TURF CARE.** Grass height maintained according to species and variety of grass. Mowed at least once every five working days but may be as often as once every three working days. Aeration as required but not less than four times per year. Reseeding or sodding as needed. Weed control to be practiced so that no more than 1 percent of the surface has weeds present.
- **FERTILIZER.** Adequate fertilization applied to plant species according to their optimum requirements. Application rates and times should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should be fertilized according to their individual requirements of nutrients for optimum growth. Unusually long or short growing seasons may modify the chart slightly.
- **IRRIGATION.** Sprinkler irrigated-electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.
- **LITTER CONTROL.** Minimum of once per day, seven days per week. Extremely high visitation may increase the frequency. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.
- **PRUNING.** Frequency dictated primarily by species and variety of trees and shrubs. Length of growing season and design concept also a controlling factor-Le., clipped vs. natural-style hedges. Timing scheduled to coincide with low demand periods or to take advantage of special growing characteristics.
- **DISEASE AND INSECT CONTROL.** At this maintenance level, the controlling objective is to avoid public awareness of any problems. It is anticipated at Level I that problems will either be prevented or observed at a very early stage and corrected immediately.
- **SURFACES.** Sweeping, cleaning, and washing of surfaces should be done so that at no time does an accumulation of sand, dirt, or leaves distract from the looks or safety of the area.
- **REPAIRS.** Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs may be postponed to a time period that is least disruptive.
- **INSPECTIONS.** A staff member should conduct inspection daily.
- **FLORAL PLANTINGS.** Normally, extensive or unusual floral plantings are part of the design. These may include ground- level beds, planters, or hanging baskets. Often, multiple plantings are scheduled, usually for at least two blooming cycles per year. Some designs may call for a more frequent rotation of bloom. Maximum care, including watering, fertilizing, disease control, disbudding, and weeding, is necessary. Weeding flowers and shrubs is done a minimum of once per week. The desired standard is essentially weeded free.

Level 2 – High-level maintenance. Associated with well-developed public areas, malls, school grounds, or college/university campuses.

- **TURF CARE.** Grass cut once every five working days. Aeration as required but not less than two times per year. Reseeding or sodding when bare spots are present. Weed control practiced when weeds present a visible problem or when weeds represent 5 percent of the turf surface. Some pre-emergent products may be used at this level.
- **FERTILIZER.** Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire

ATTACHMENT B: SCOPE OF WORK – GROUNDS SERVICES

year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should receive fertilizer levels to ensure optimum growth.

- **IRRIGATION.** Sprinkler irrigated--electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.
- **LITTER CONTROL.** Minimum of once per day, five days per week. Offsite movement of trash depends on size of containers and use by the public. High use may dictate daily or more frequent leaning.
- **PRUNING.** Usually done at least once per season unless species planted dictate more frequent attention. Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural-growth plantings.
- **DISEASE AND INSECT CONTROL.** Usually done when disease or insects are inflicting noticeable damage, are reducing vigor of plant material, or could be considered a bother to the public. Some preventive measures may be used, such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.
- **SURFACES.** Should be cleaned, repaired, repainted, or replaced when their appearances have noticeably deteriorated.
- **REPAIRS.** Should be done whenever safety, function, or appearance is in question.
- **INSPECTIONS.** Inspection should be conducted by some staff member at least once a day when regular staff is scheduled.
- **FLORAL PLANTINGS.** Normally, no more complex than two rotations of bloom per year. Care cycle is usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds essentially kept weed free.

Level 3 – Moderate-level maintenance.

- **TURF CARE.** Grass cut once every ten working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application of fertilizer. Reseeding or resodding done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas are weed infested or when 15 percent of the general turf is infested with weeds.
- **FERTILIZER.** Applied only when turf vigor seems to be low. Low-level application done once per year. Rate suggested is one-half the level recommended.
- **IRRIGATION.** Dependent on climate. Locations that receive more than 25 inches of rainfall a year usually rely on natural rainfall with the possible addition of portable irrigation during periods of drought. Dry climates that receive less than 25 inches of rainfall usually have some form of supplemental irrigation. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, the norm would be two to three times per week.
- **LITTER CONTROL.** Minimum service of two to three times per week. High use may dictate higher levels during the warm season.
- **PRUNING.** When required for health or reasonable appearance. With most tree and shrub species, pruning would be performed once every two to three years.
- **DISEASE AND INSECT CONTROL.** Done only to address epidemics or serious complaints. Control measures may be put into effect when the health or survival of the plant material is threatened or when public comfort is an issue.
- **SURFACES.** Cleaned on a complaint basis. Repaired or replaced as budget allows.
- **REPAIRS.** Should be done whenever safety or function is in question.
- **INSPECTIONS.** Inspections are conducted once per week.
- **FLORAL PLANTINGS.** Only perennials or flowering trees or shrubs.

ATTACHMENT B: SCOPE OF WORK – GROUNDS SERVICES

Level 4 – Moderately low-level maintenance.

- TURF CARE. Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.
- FERTILIZER. Not fertilized.
- IRRIGATION. No irrigation.
- LITTER CONTROL. Once per week or less. Complaints may increase level above one servicing.
- PRUNING. No regular trimming. Safety or damage from weather may dictate actual work schedule.
- DISEASE AND INSECT CONTROL. None except where the problem is epidemic and the epidemic condition threatens resources or the public.
- SURFACES. Replaced or repaired when safety is a concern and when budget is available.
- REPAIRS. Should be done whenever safety or function is in question.
- INSPECTIONS. Inspections are conducted once per month.
- FLORAL PLANTINGS. None. May have wildflowers, perennials, flowering trees, or shrubs in place.

Level 5 – Minimum-level maintenance.

- TURF CARE. Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.
- FERTILIZER. Not fertilized.
- IRRIGATION. No irrigation.
- LITTER CONTROL. On demand or complaint basis.
- PRUNING. No pruning unless safety is involved.
- DISEASE AND INSECT CONTROL. No control except in epidemic or safety situations.
- SURFACES. Serviced only when safety is a consideration.
- REPAIRS. Should be done whenever safety or function is in question.
- INSPECTIONS. Inspections are conducted once per month.
- FLORAL PLANTINGS. None. May have wildflowers, perennials, flowering trees, or shrubs in place.

ATTACHMENT C: SCOPE OF WORK – FACILITY MAINTENANCE SERVICES

1. Summary

This scope of work provides an overview of the facility maintenance services to be provided at the sites identified in the RFP.

Facility Maintenance Services will be performed at the APPA Maintenance Standards Level 2.

2. Scope

Contractor will maintain components, actions, technical support or supplies required for continued operation of the PISD facility systems including mechanical and electrical, HVAC, building infrastructure and walls, and hardscape with coordination with the Superintendent of Schools or his designee. Contractor will manage vendors when required and purchase replacement parts and equipment all at PISD's expense, but only after obtaining PISD's written approval.

3. Facility Maintenance Services

- a. Building Operation, Maintenance and Repair - Operate and properly maintain the building and its systems and equipment per requirements to include:
 - i. Preventative and reactive maintenance services
 - ii. Fire alarm and fire suppression system testing
 - iii. All building specific code and ordinance requirements
 - iv. Waste management services (includes single-stream recycling)
 - v. After-hours emergency maintenance services
 - vi. Water softener service (where applicable)
 - vii. Coordinate with and Support:
 1. Custodial services
 2. Grounds maintenance and landscaping to include area enclosed by fenced perimeter
 3. Security
 4. Pest control
- b. Minor and Temporary Work Space Alteration -Special event and meeting set-ups (table and chairs). Provide management of A/E services and project management of minor renovations to alter or improve the function or appearance of an area.
- c. Recordkeeping and Reporting- Maintain comprehensive records, collect performance metrics and provide regular robust reports on an agreed periodic basis related to all Services to be provided by Contractor including, but not limited to:
 - i. Maintenance and replacement of building components;
 - ii. Work orders received and completed from PISD;
 - iii. Administrative duties related to initial and on-going certification required for certification renewal; and
 - iv. Documentation related to Special and Capital Projects, as assigned.
- d. Material Safety Data Sheets - The Contractor shall provide copies of Material Safety Data Sheets (MSDS) prior to bringing any chemical on the Facility site that is required for performing a Service task. Unless the Contractor receives written approval from PISD Superintendent of Schools, any chemicals brought on the site shall be removed from the site by the Contractor, along with any waste associated with those chemicals. Hazardous chemicals shall not be put into PISD's waste stream.

ATTACHMENT C: SCOPE OF WORK – FACILITY MAINTENANCE SERVICES

ATTACHMENT C:

- e. Contractor shall furnish all labor, materials, and equipment required to perform the HVAC Services identified in this scope of work.
- f. Contractor shall furnish all necessary labor, tools, equipment, materials and parts, unless specified to be PISD provided, for the maintenance and new installation of HVAC and associated systems. PISD provided items may include, but not be limited to, compressors, motors, pumps, condensing units, etc. All replacement parts and materials shall meet or exceed original manufacturer and PISD specifications and standards. The PISD Field Representative reserves the right to reject any parts which do not comply with specifications.
- g. Contractor service trucks shall be radio dispatched and be supplied with ample tools, equipment and parts to be able to make normal electrical repairs. All trucks shall be clearly identified with Contractor's name and logo. Contractor's personnel shall display Contractor logo on uniforms or caps while on PISD property. Contractor to provide adequate number of personnel to expedite repairs in order to minimize PISD personnel overtime.
- h. Contractor shall report to a designated PISD employee upon arrival and prior to departure for each service. When Contractor is called for service, Contractor will be given contact person's name and location for service to be performed. Contractor will have adequate full time personnel and resources to perform the requested work in a timely manner as determined by the PISD Field Representative. Contractor personnel shall respond within two (2) hours after being called, twenty-four (24) hours a day, seven (7) days a week, including holidays.
- i. The Services shall be performed at various PISD locations.

4. APPA Maintenance Standards

Level 1 – Showpiece Facility

- Maintenance activities appear highly focused.
- Typically, equipment and building components are fully functional and in excellent operating condition.
- Service and Maintenance calls are responded to immediately.
- Buildings and equipment are regularly upgraded, keeping them current with modern standards and usage.

Level 2 – Comprehensive Stewardship

- Maintenance activities appear organized with direction.
- Equipment and building components are usually functional and in operating condition.
- Service and maintenance calls are responded to in a timely manner.
- Buildings and equipment are regularly upgraded, keeping them current with modern standards and usage.

Level 3 – Managed Care

- Maintenance activities appear to be somewhat organized, but they remain people- dependent.
- Equipment and building components are mostly functional, but they suffer occasional breakdowns.
- Service and maintenance call response times are variable and sporadic without apparent cause.
- Building and equipment are periodically upgraded to current standards and usage, but not enough to control the effects of normal usage and deterioration.

Level 4 – Reactive Management

- Maintenance activities appear to be somewhat chaotic and are people-dependent.
- Equipment and building components are frequently broken and inoperative.
- Service and maintenance calls are typically not responded to in a timely manner.

**ATTACHMENT C:
SCOPE OF WORK – FACILITY MAINTENANCE SERVICES**

- Normal usage and deterioration continues unabated, making buildings and equipment inadequate to meet present usage needs.

Level 5 -Crisis Management

- Maintenance activities appear chaotic and without direction.
- Equipment and building components are routinely broken and inoperative.
- Service and maintenance calls are never responded to in a timely manner.
- Normal usage and deterioration continues unabated, making buildings and equipment inadequate to meet present usage needs.

**ATTACHMENT D:
SCHOOL CALENDARS**