



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

Return deadline is no later than: 2:00 p.m., Friday, August 25, 2021

Vendor Name: _____

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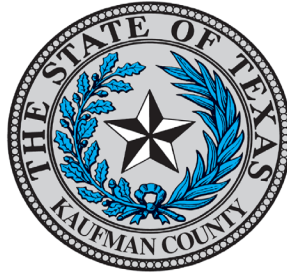
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LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Wednesday, August 25, 2021, at 2:00 p.m.** for the following:

SOLICITATION 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), through the online bidding site (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=fbdcaf8b-5a8c-49b1-9c7f-e2774c03dc3d>), in the office of the Purchasing Agent located at 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address.

Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time. Late submittals will be considered as non-responsive and may be returned un-opened, upon request by and at bidder's expense.

SOLICITATION NAME: Annual Contract for Facility Janitorial Services

SOLICITATION NUMBER: RFP 21-10

DUE DATE/TIME: 2:00 p.m., Wednesday, August 25, 2021

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.



I. Bid Instructions

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this solicitation except for questions directed through the Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the solicitation process.
2. All submittals must be sealed when returned to Kaufman County and clearly addressed to the Purchasing Department, including the solicitation name and number on the outside of the package.

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3. All documents relating to this solicitation will be posted under the solicitation number on the Kaufman County Purchasing Department website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the solicitation due date.
4. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Kaufman County will not be responsible for errors made by the respondent.
5. Project Timetable:

Release Solicitation	Tuesday, July 27, 2021
Pre-bid / Site Evaluation(s)	n/a
Deadline for written questions	5:00 p.m., Friday, August 13, 2021
Deadline for Solicitation Submittals	2:00 p.m., Wednesday, August 25, 2021

II. Standard Terms and Conditions

By returning this solicitation response for **21-10: Annual Contract for Facility Janitorial Services**, in its entirety, Respondent certifies and agrees to the following:

1. This solicitation embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
2. Responses may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submittals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
3. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date. All questions and/or clarifications must be submitted by email to purchasing@kaufmancounty.net.
4. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this solicitation or the agreement, by giving thirty (30) days written notice to the Respondent with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
5. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the solicitation. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
6. The Respondent shall affirmatively demonstrate qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
7. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

8. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
9. The Respondent shall defend, indemnify, and shall hold and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
10. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
11. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
12. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
13. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
14. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
15. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
16. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. In case any one or more of the provisions contained in the solicitation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Certificate of Insurance / Additional or alternate bonds – Respondent must provide a certificate of insurance or a statement of Respondent’s insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. See EXHIBIT A – Standard Insurance & Bonding Requirements.

19. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
20. Respondents must agree to provide the following information as part of this response:
- Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
21. Kaufman County reserves the right to accept or reject any or all responses, with or without cause, to waive technicalities, or to accept the response which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
22. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
23. Costs of preparation of a response to this solicitation are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
24. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this solicitation. Kaufman County shall have access to all records, documents and information collected and/or maintained by others during the administration of this agreement.
25. Respondent understands and agrees that in returning a response that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
26. Responses must be submitted on the forms provided and will not be considered if submitted by facsimile, email, or any other means of rapid dispatch, nor if submitted to any other person or department other than specifically instructed.
27. Gratuities – Kaufman County may, by written notice to the Respondent, cancel this contract without liability if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative, to any officer or employee of Kaufman County 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 Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.

28. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Respondent of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
29. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
30. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Kaufman County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
31. Waivers – 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.
32. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
33. Applicable Laws – This agreement shall be governed by 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 agreement.
34. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer 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.
35. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

36. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
37. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
38. The contents of each response, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Solicitation due date.
39. All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
40. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No response shall be comprised of separate pricing from multiple subcontractors. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The Contractor shall be fully responsible to the County for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the County. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - 1) Require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - 2) prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and the Contractor. The County may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the County;
 - 3) require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;
 - 4) require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the County being a named insured as its interest shall appear; and
require that the Subcontractor indemnify and hold the County harmless to the same extent as the Contractor is required to indemnify the County.
41. Investigation of Conditions – Before submitting a response, vendors should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
42. Ethics – The Respondent and/or representatives shall not offer nor accept gifts or anything of value, nor enter any business arrangement with any employee, official or agent of Kaufman County.
43. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
44. All hardware or any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

45. Descriptions – Whenever an article or material is defined or used in the solicitation by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Responses must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
46. Addendum – Any interpretations, corrections, or changes to this solicitation will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be made available online. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
47. Patents / Copyrights – The successful Respondent agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
48. Invoicing / Billing – Invoices will be submitted to the Kaufman County Auditor’s Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse Kaufman County for any monies paid to Contractor for goods or services not provided of when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the county shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate / applicable attachments and documentation, as required by the County for all goods, services, and work performed following acceptance of goods, services, or work by the County.

At minimum, the original invoices submitted against the solicitation, must reference all the following information:

- a) Contractor / Vendor Name
- b) Contractor / Vendor Address
- c) Contractor / Vendor Contact Information
- d) Contractor / Vendor Telephone Number and Email
- e) Contractor / Vendor Remittance to Address
- f) Invoice Date
- g) Invoice Number (uniquely numbered, no duplicates)
- h) Valid Kaufman County Purchase Order Number must appear on all itemized invoices and packing slips
- i) Solicitation Number
- j) Date of Services or Date of Purchase
- k) Description of Services and Goods
- l) Cost of Services and Goods

Invoices and support documentation are to be sent to:

ORIGINAL INVOICE: Kaufman County Auditor’s Office
 Attn: Accounts Payable
 100 N. Washington
 Kaufman, Texas 75142
 accountspayable@kaufmancounty.net

COPY OF INVOICE(S) SHALL BE SENT TO: Requesting User Department name and address indicated on the Purchase Order

All invoices must reference a Kaufman County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

49. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Kaufman County Purchase Order number; and
 - d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
50. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
51. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
52. Warranty – Respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
53. Remedies – The Respondent and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
54. Silence of Specification – The apparent silence of these specifications 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 may prevail. All interpretations of these specifications shall be made based on this statement.
55. Evaluation Criteria, shall include, but not be limited to the following:
 - a) Unit price
 - b) Delivery
 - c) Vendor's past performance record with Kaufman County
 - d) Evaluation of vendor's ability to perform
 - e) Kaufman County's experience with product(s) bid
 - f) Special needs and requirements of Kaufman County
 - g) Results of performance evaluation (if requested or needed)

Kaufman County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regarding of any previous evaluation method.

56. Contract Award – Kaufman County reserves the right to reject all responses and to waive any minor informality or irregularity in a vendor’s response if deemed in the best interest of the County. Award of contract (if any) resulting from this solicitation will be made only by written authorization from Kaufman County Commissioners Court, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed solicitation documents may be construed as a contractual agreement.
57. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
58. **Certificate of Interested Parties Form 1295** – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

59. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.
60. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such

firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.

61. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

RESPONDENT’S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response



III. SCOPE OF SERVICE

- A. Introduction** – Kaufman County is accepting competitive sealed proposals to establish a one (1) year fixed price contract, with four (4) optional annual renewals, for the daily cleaning of various County buildings as outlined in the solicitation. The main functions of the janitorial staff are to thoroughly clean and restock all bathrooms, conference rooms, offices, court rooms, break rooms, etc. in the building and perform other cleaning duties as requested by Contract Administrator. Services will be requested for two (2) new facilities, construction estimated completion March 2022. Floorplans for each location are included in this solicitation packet.

Kaufman County is looking for two (2) different pricing options:

Option A: cost per square foot with all required cleaning supplies being provided by the vendor; and

Option B: cost per square foot with Kaufman County providing the listed supplies in Section C

All services provided and materials used shall be in accordance with acceptable industry standards and all federal, state, and local guidelines, rules, and codes. Products used, if provided, shall be environmentally safe, used in accordance with product directions and be subject to approval by Kaufman County. It is the intention of Kaufman County to award a contract for this service with the company that offers the BEST VALUE to the County.

CONTRACT PERIOD – contract period will be for twenty-four (24) months from date of award of bid (October 1, 2021). Actual services start date to be determined (April 2022). This contract may be extended for four (4) one-year option periods, upon mutual agreement.

- B. Cleaning Standards** – the following standards will be used to determine the quality of services being provided:

COMMON AREAS (including break / conference rooms)

- 1) Lobby and entrance floors should be clean and free of dirt streaks and there should be no dirt remaining in corners, behind doors, or where the dirt was picked up with the dustpan after the housekeeping operations. Floors should be free of loose and/or caked dirt particles and should present an overall appearance of cleanliness. Tile floors should be free of scuff marks. ***Appropriate signage (“Caution: Wet Floors”, etc.) should be used when floors are wet or when cleaning process creates a safety hazard.***
- 2) Wall surfaces should be free of finger marks, smudges, and other dirt spots of any kind.
- 3) Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- 4) Doorknobs, push bars, kick plates, railings, doors and other surfaces should be clean and polished to an acceptable luster.
- 5) Any drinking fountains located within the assigned area should be clean and free of stains. The wall surfaces around the drinking fountains should be free of water spots and streaks.

- 6) Clean and sanitized all sinks and drinking fountains.
- 7) Stair landings, steps, and all corners of stair treads should be free of loose dirt or dust streaks after sweeping.
- 8) Stair railings, fire apparatus, door moldings, ledges, radiators, and grilles should be dust free. The dust should have been removed rather than pushed around.
- 9) Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
- 10) Lounge and conference room tables should be clean and free of smudges, finger marks, cup rings, and other spillage.
- 11) Lounge and conference room floors should be free of dirt and debris.
- 12) Chairs and other furniture should be left in a neat, orderly condition.
- 13) Floor and entry mats (including exterior matting) should be clean and free of debris. Mats must be scheduled for extraction periodically to assure a lasting appearance and to aid in prolonging the life expectancy of mats.
- 14) Vents and grills must be free of soot, dust, cobwebs, and other debris.
- 15) Elevators should be clean and odor free; metal surfaces must be free of smudges / finger marks. Vacuum elevator tracks.

OFFICE AREAS

- 1) All wastepaper baskets should be empty and replaced with a fresh plastic liner, clean and ready for use.
- 2) Trash should not be left on floor.
- 3) Corners and crevices should be free from any dust.
- 4) Ledges and flat surfaces should be free of dust on any surface.
- 5) There should not be any oily spots or smudges on wall, caused by touching them.
- 6) There should not be any dust streaks on desks or other office equipment.
- 7) There should not be any dirt left in corners, under furniture, or behind doors.
- 8) There should be no trash or foreign matter under desks, tables, or chairs.
- 9) Baseboards, furniture, and equipment should not be disfigured or damaged during the cleaning operation.
- 10) Chairs moved during sweeping and vacuuming should be replaced.
- 11) Vacuum carpet and spot clean carpet, as necessary.
- 12) All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. Radios, televisions, computers, tape recorders, copier, etc., are not to be used by cleaning personnel.

13) Items marked "Trash" which are not in trash cans, are to be removed. Unmarked items are not to be removed.

RESTROOMS

- 1) All used paper towel receptacles should be emptied and wiped down.
- 2) All sanitary receptacles should be clean, both inside and outside, and contain a new liner.
- 3) No trash should be on the floor. Restroom floors are to be mopped with a disinfectant daily.
- 4) The sanitary receptacle liners must be emptied in a proper container and removed.
- 5) All dispensers of supplies should be clean and filled with the proper supplies.
- 6) All mirrors should be free of streaks, smudges, water spots, dust, and lipstick and should not be cloudy or hazed in appearance.
- 7) All toilets and urinals to be cleaned and sanitized inside and outside daily.
- 8) All shelves and shelf brackets should be free of gum, dust, fingerprints, water stains, smudges, and other soil.
- 9) All porcelain surfaces of wash basins, toilets, and urinals should be free of dust, dirt, spots, and stains.
- 10) The wall surfaces should be free of spots and smears.
- 11) All toilet seats should be left in raised position after cleaning and sanitizing. They should be free of spots and stains, and the seat hinges should be free of mold.
- 12) All basins and plumbing fixtures should be sanitized daily and free of water stains.
- 13) Walls, stall partitions, and doors should be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, mold, graffiti, fecal matter, urine, and all other human contaminates.

CARPETS & HARD SURFACE FLOORS

- 1) All carpets throughout County facilities should be vacuumed at least weekly and shampooed once a year.
- 2) All hard surface floors should be swept and mopped as needed and stripped and polished once a year.

C. Supplies & Equipment

OPTION A – Contractor provides all required cleaning supplies.

- 1) The contractor shall furnish all necessary cleaning supplies and materials as may be required to perform the cleaning assignments outlined in these specifications. No supplies shall be purchased by Contractor under the contract until the Purchasing Agent approves the type, make, volume, and expense thereof. Please provide a list of supplies.
- 2) Contractor will supply all cleaning supplies during each schedule cleaning time. The contractor will keep an on-hand quantity of the following supplies in case they are needed: toilet tissue, paper towels, trash receptacle liners, wax bags for soiled sanitary napkins, toilet seat covers, hand soap, disinfectants, mirror and window cleaner, urinal screens and the like.
- 3) The Contractor shall provide the Contract Administrator with all material safety data sheets (MSDS) for all products. No supplies shall be used that the Contractor, Kaufman County, and Manufacturer of the products determines would be harmful to any other part of the buildings, occupants, contents, or equipment. The

Contractor shall provide a “supply list” of product and supplies with brand names and estimated quantities needed.

- 4) The Contractor shall furnish floor finish, strippers, buffing compound for high-speed rpm’s, conditioners for special type flooring, and all related products to maintain all hard and resilient floors in a proper manner.
- 5) The Contractor shall furnish carpet shampoo and all related products to maintain all carpeted surfaces in a proper manner.
- 6) Contractor will be responsible for the neatness and proper storage of all equipment and chemicals.

OPTION B – Kaufman County will provide cleaning supplies listed.

- 1) Kaufman County shall furnish the following supplies: toilet tissue, paper towels, trash receptacle liners, wax bags for sanitary napkins, toilet seat covers, hand soap, disinfectants, mirror and window cleaner, and urinal screens. All other supplies not listed will be the responsibility of the vendor to provide.
- 2) Kaufman County will supply the cleaning supplies listed in #1 during each schedule cleaning time. The contractor is to contact the Facility Maintenance Director and/or the Administrative Assistant via email to inform Kaufman County when the provided supply quantities are low and should be re-ordered.
- 3) The Contractor shall furnish floor finish, strippers, buffing compound for high-speed rpm’s, conditioners for special type flooring, and all related products to maintain all hard and resilient floors in a proper manner.
- 4) The Contractor shall furnish carpet shampoo and all related products to maintain all carpeted surfaces in a proper manner.
- 5) Contractor will be responsible for the neatness and proper storage of all equipment and chemicals.

EQUIPMENT

- 1) The Contractor will ensure that the County’s equipment is clean and presents a good appearance.
- 2) The Contractor shall furnish a floor buffer, carpet shampooer, and floor scrubber for use as directed in these documents.
- 3) Contractor will supply all vacuums, janitor carts, carpet extractors, brooms, dust mops, wet mops, toilet brushes, stainless steel cleaners, and polishers.
- 4) Contractor is responsible for providing and putting on personal protective equipment (PPE) before cleaning. Equipment may consist of gloves, eye protection, masks, etc.
- 5) The County shall furnish the Contractor with keys or security passes for the County buildings. See Security Requirements.
- 6) The Contractor shall properly operate all County equipment required to complete this contract. Equipment that is damaged due to improper use or storage shall be repaired or replaced by the Contractor. The County will make the final determination regarding the suitability of a proposed repair or proposed replacement item.

DAMAGE TO FACILITIES

- 1) The Contractor shall be responsible for any damage to County facilities that is caused by Contractor’s employees. Contractor shall repair the damage or credit the County for repairs. Repairs and credits must be approved by the County in advance.

D. Quality Control

INSPECTIONS & AVAILABILITY

- 1) The Contractor shall assign an English-speaking supervisor to the County, and he/she will be the point of contact for the County. The Supervisor will only communicate with the following County representatives regarding quality control, county buildings, and supplies: Kaufman County Facilities Maintenance Director, Facility Maintenance Supervisor, Facilities Maintenance Administrative Assistant, and Contract Administrator.
- 2) The Contractor shall establish a complete Quality Control Program (QCP) to ensure that the requirements of each task performed under this solicitation are met as specified in the proposal. A draft QCP shall be submitted as part of the Vendor's response for review. Upon review of the QCP the County can request edits and add additional quality control items they deem necessary. A Final draft of the QCP will be provided prior to the commencement of the contract start date. The QCP shall be a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable to the County.
- 3) The Contractor shall agree to participate in scheduled weekly inspections with the County representatives as requested by the County.
- 4) The Contractor will provide supervisor visits to all County buildings at least once a month. The contractor shall communicate with the County representatives when the monthly visits will occur and will provide a monthly report to the Purchasing Agent with the details and findings of the visit.
- 5) The Contractor will respond to complaints and requests filed by the County within two (2) hours during the County's normal business hours. All complaints will be resolved as soon as possible after notification, but in all cases within the next date of scheduled custodial services, and to the satisfaction of the County. If any complaint is not resolved within this time, the County Representative will be notified immediately of the reason for not resolving the complaint, followed by a written report to the County representative within five (5) days. If the complaint is not resolved to the satisfaction of the County representative, the County representative can take action to correct the complaint. The cost incurred by the County may be deducted from amounts due to the contractor under the contract.
- 6) The Contractor and Kaufman County will work to establish and agree upon the basic daily hours and shift times. Workdays will typically be, but not limited to Monday through Friday. The Contractor will follow the Kaufman County Holiday Schedule.

ASSESSMENT OF WORK

- 1) Standards used to assess the quality of work performed are outlined in this document.
- 2) Work which fails to meet expected standards will be brought to the attention of the Contractor. The Contractor will then be requested to correct the problem. Failure by the Contractor to take corrective actions within twenty-four (24) hours will result in the work being done by others and costs charged to the contractor. Emergencies will require same day response.
- 3) Any concerns or complaints by the Contractor must be brought to the attention of the Kaufman County Facility Maintenance Director, Facility Maintenance Supervisor, or the Purchasing Agent.
- 4) The Contractor's supervisor who is assigned to Kaufman County shall be available to the County on a five (5) days per week basis.

E. Personnel

EMPLOYEES

- 1) The Contractor shall employ competent, qualified workers who are capable of performing the required services. All personnel provided shall be appropriately supervised and directed by trained, qualified supervisors.
- 2) All employees must be able to communicate in English. Cursing or lewd behavior will not be tolerated on the job.
- 3) The Contractor shall employ individuals who are citizens of the U.S., or who have proof of right-to-work status. The Contractor shall follow all federal and state immigration laws.
- 4) The Contractor shall not assign duties to any County facility to any individual who has been convicted or any felony or convicted of any misdemeanor involving assault, theft, embezzlement, or fraud.
- 5) The Contractor shall maintain a roster of employees, their work assignment, and their home address and phone number. It shall be the responsibility of the Contractor to keep the employee roster current.
- 6) The Contractor shall insure that his/her employees do not bring children, or any other guest, to work with them in any County facility.
- 7) In the event that the County shall deem any employee as unacceptable or unsatisfactory, Contractor shall remove such employee from Kaufman County janitorial services and shall supply a suitable replacement, therefore.
- 8) No day-labor or third-party sub-contractors will be allowed for the daily cleaning services. For the yearly carpet cleaning, floor waxing / sealing / buffing / scrubbing, if a sub-contractor will be used, please contact the Purchasing Agent.
- 9) Janitorial staff employed by the contractor shall be fully trained and skilled in safe and proper custodial techniques. Kaufman County may ask the contractor to provide sufficient documentation to demonstrate that adequate training has been provided. The Contractor, if requested by the County, shall submit documentation outlining its training program and method of verifying employee competency.

IDENTIFICATION

- 1) Employees of the Contractor shall be required to display an ID badge at all times while on duty in any County facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. Any Contractor employee who is not displaying their ID badge will not be allowed to work in any County facility.
- 2) The Contractor's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.
- 3) Uniforms, whether shirts or full uniforms, shall be the same for all employees.
- 4) Contractor's employees are expected to comply with the following facilities guidelines:
 - a. All clothing should be clean, in good repair, pressed, and of appropriate size.
 - b. Clean uniforms are to be worn daily.
 - c. Shirts are to be properly buttoned.
 - d. Headbands, show caps, etc., are not permitted.
 - e. No open toed shoes, sandals, thongs, or other casual lounging footwear are permitted.
 - f. Shorts and sweatpants are not to be worn.

- g. Smoking is not permitted in any County facilities.
 - h. Cell phones or radios of any kind (except for 2-way devices) are not to be used during the performance of job duties. This applies to earphone type radios and tape players.
- 5) Kaufman County policies prohibit discrimination based on race, color, national origin, marital status, age, sex, or other non-merit factors. The Contractor shall adhere to all applicable Equal Employment Opportunity policies and laws.

PRE-EMPLOYMENT SCREENING

Criminal History Check – the Contractor shall have criminal background checks done on all personnel under this solicitation prior to the contractor starting work and at least once per year thereafter. The Contractor shall immediately inform the Purchasing Agent, by certified mail, of any employee’s criminal / sexual convictions.

The Contractor will provide the Purchasing Agent with a complete criminal history for all full-time or part-time contract personnel no later than five (5) days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Kaufman County requires all new employees’ paperwork be approved by the County prior to starting within any County facility. Contract employees must have his/her application, background check, and dated verification from the governmental Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from Kaufman County.

WARRANTY SERVICE CLAUSE – If any work is not completed in accordance with the written requirements specified in the contract documents, the contractor will receive written notice of non-compliance (email and mail).

The Contractor will correct the area of non-compliance within twenty-four (24) hours of notice. If Contractor fails to correct the defective work in the allotted time, the County’s representative will have the direction to deduct the number of square feet in the affected area from the monthly invoice or remedy the deficiency at the expense of the Contractor.

F. Safety & Security

SAFETY

- 1) The Contractor shall take all necessary precautions to ensure the safety of all persons located in contracted buildings during the performance of the work.
- 2) The Contractor shall ensure that his/her employees shall comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.

SECURITY

The Contractor will be issued keys to County buildings. The Contractor **shall not** copy any key issued by Kaufman County. If additional keys are required, the Contractor shall make written request to the County’s representative. Keys **can only be picked-up and returned to the County’s representative.**

The Contractor shall be responsible for maintaining security during the time the work is being performed. Doors, gates, or any other means of ingress and egress shall be locked at all times after the close of normal business hours.

The Contractor shall be responsible for ensuring that County buildings are secured following the completion of work.

- 1) Wherever applicable, the Contractor shall ensure that the alarm systems are properly reset following the completion of the work.

- 2) Fires, hazardous conditions, and items requiring maintenance attention (burned out lights, toilet stoppages, structural damage) shall be reported immediately to the County's representative.
- 3) "Lost and Found" articles are to be turned in to the County's representative.
- 4) In the event of a reported theft, the Contractor and his/her personnel will be expected to cooperate fully with any investigation conducted by County personnel. Such investigations may include the use of polygraph examinations. The Contractor will provide interpreters (when necessary) to expedite the investigations.

G. Company Information

- 1) Company Name: _____
- 2) Parent company name (if applicable): _____
- 3) State of Incorporation: _____
- 4) Address of branch responsible for this contract: _____

- 5) Number of years performing commercial janitorial services: _____
- 6) Number of employees: _____
- 7) Annual revenue volume: \$ _____
- 8) Is this company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, please provide the expected impact, both in organizational and directional terms. Attach additional sheets if needed:

- 9) Has this company had any litigation or claims filed against the Respondent / Contractor in the past five (5) years? If yes, please explain. Attach additional sheets if needed:

10) Is this company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, please provide the pertinent details, circumstances, and describe the current prospects for resolution. Attach additional sheets if needed:

11) Does this company have any unique capabilities that would make it especially well-suited for this contract?

12) Does this company offer any additional services that are not already requested in this RFP?

H. Work Plan

1) Name of Supervisor proposed for this Contract: _____

NOTE: This Supervisor assignment will not change without written consent from the County.

2) Number of years this Supervisor has been with this company: _____

3) Please submit your company's detailed Project Approach, including:

- a. Project management methodology
- b. Project roles and responsibilities
- c. Quality control procedure
- d. Personnel selection and replacement procedure; please discuss your procedure for addressing last minute absenteeism.
- e. Implementation strategy.

4) Please show your proposed use of personnel, hours required, and supervision to perform this contract:

Building	Available Shifts	Required Hours	Proposed Employee	Proposed Supervisor
Justice Center	Monday – Friday Mornings or late-night shift 1-staff member 8AM – 5PM			
Pet Adoption Center (admin / public access space only)	Monday – Friday 8am – 4PM			

I. Pricing Worksheet

BASE BID – Please provide a cost per square foot to clean each building in accordance with the requirements in the RFP. A tour of the facility for final pricing will be scheduled after construction is complete.

OPTION A – cost per square foot with all supplies being provided by vendor.

Facility	Sq.Ft.	Frequency	Standard Cost SF / Month	Standard Cost SF / Year
Justice Center	98,684 sf	5-days per week		
Pet Adoption Center	3,707 sf	5-days per week		
Total(s):				

Services days and times for the areas listed below will go into effect once the buildings below are completed:

Alternate:

Please provide a cost per square foot or cost per hour to shampoo carpets and buff / wax floors

Facility	Shampoo Carpets	Buff / Wax / Floors
Justice Center		
Pet Adoption Center		

Additional Porter Hourly Rate: \$ _____

JUSTICE CENTER & PET ADOPTION CENTER FLOOR PLAN

PET ADOPTION CENTER

JUSTICE CENTER – GROUND LEVEL

JUSTICE CENTER – ENTRY LEVEL

JUSTICE CENTER – LEVEL 2

JUSTICE CENTER – LEVEL 3

RFP 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

References

Please list three (3) references, **other than Kaufman County**, who can verify your performance as a Vendor. Performance includes, but not limited to, sales and/or service, delivery, invoicing, and other items as may be required to Kaufman County to determine Vendor's ability to provide the intended goods or service of the bid. Kaufman County **prefers** references to be from Government customers. References must be able to verify the quality-of-service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references **will** deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Kaufman County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY: By submitting a response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of solicitation submission and time of award, the Respondent will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATION: Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is defined by Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with any foreign terrorist organization. The term “foreign terrorist organization” means an organization designed as a foreign terrorist organization by the United State Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the government entity. By submitting a response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Kaufman County Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties”, Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended, or extended contract.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

<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>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p><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>_____</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>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="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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="text-align: center;"><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><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>_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity _____</p> <p style="text-align: center;">Date</p>	

Selected vendor will be required to complete 1295 form prior to contract award

RFP 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

RESPONDENT SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this solicitation becomes the property of Kaufman County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, to furnish all items/ services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this solicitation has not been prepared in collusion with any other Respondent, nor any employee of Kaufman County, and that the contents of this solicitation have not been communicated to any other Respondent or to any employee of Kaufman County prior to the official opening of this solicitation.

Respondent hereby assigns to purchase all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the United State, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this SOLICITATION package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature: _____

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)		COMPANY IS: Included in a Corporate Income Tax Return? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email		Corporation organized and existing under the laws of the State of:	
Phone (Office)		Partnership consisting of:	
Phone (Cell)		Individual trading as:	
		Principal offices are in the City of:	

This original, along with original signature MUST be returned with solicitation response

RFP 21-10: ANNUAL CONTRACT FOR FACILITY JANITORIAL SERVICES

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid / proposal for this solicitation, the Kaufman County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids / proposal in order to better serve the taxpayers of Kaufman County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications
- Items or materials requested not manufactured by us or not available to our company
- Insurance requirements too restricting
- Bond requirements too restricted
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization
- Quantities too small
- Insufficient time allowed for preparation of bid / proposal
- Other – please specify:

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

**Kaufman County Purchasing Department
100 N. Washington Street | Kaufman, Texas 75142
Email: purchasing@kaufmancounty.net**

EXHIBIT A: Standard Insurance & Bonding Requirements

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

1. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

2. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:
 - a) Employer's Liability limits of \$500,000 for each accident is required.
 - b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage (“certificate”) – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker’s Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor’s/ person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted doing business in the State of Texas.
 - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
 - d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
 - e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.
3. **Bonding Requirements.** If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount

of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.