

October 19, 2018

MISD Addendum #3

MISD Custodial Services RFP #19-001 - Revised

MARSHALL ISD CUSTODIAL SERVICES RFP 19-001
Opening Date: Friday, October 31, 2018, MISD Lecture Hall
Opening Time: 2:00 p.m.
Pre-proposal Meeting: Wednesday, October 17, 2018 at 1:00 p.m., MISD Lecture Hall
Contact: Kenneth Black, Director of Facilities
Phone: 903-503-4554
Fax: 903-927-8757
Email: blackkd@marshallisd.com

Please Note the Following Information:
No late proposals accepted
No faxed or electronic proposals will be accepted
Please submit original and four copies of proposals to
Marshall ISD Financial Services Attn: Kristin Byrd P.O. Box 43, Marshall, TX 75671
1305 E Pinecrest, Marshall, TX 75670

The Undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying form(s), if accepted within sixty (60) calendar days after proposal opening.

Note: Proposer is strongly encouraged to read the entire Request for Proposal prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Firm/Company Name: _____

Address: _____ Telephone #: _____

City: _____ Fax # _____

Web address: _____

(Authorized Signature of person to sign bid)

Printed Name: _____ Title: _____

**Marshall Independent School District Custodial Services
Request for Proposals
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A) Cleaning Specifications

Item 1: Auditorium

A. After each use (or more frequently if need arises)

1. Sweep and damp mop all hard surface floor areas.
2. Vacuum carpeted areas. Spot clean carpet as needed.
3. Remove all trash daily or after each usage.
4. Dust mop and mop stage area as needed.
5. Remove gum from carpet seats.

B. Each Six Months (or more frequently if needed)

1. Dust sidewalls (to ceiling, high 10 ft.)
2. Hot water extraction clean aisle areas as needed
3. Detail Clean auditorium seats.

C. Special

1. High Dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.
2. Light Replacement – replace lights that can be replaced or reached from a 6' ladder.
3. Provide and spread an approved de-icer as required or requested by Marshall ISD.

Item 2: Cafeteria/Snack Area

A. Daily (or more frequently if the need arises)

Contractor is required to provide adequate staff to conduct lunch runs to include but not limited to:

1. Trashcans with liners in place.
2. Mop bucket, mop and broom in place (Labeled Mop & bucket to be used in cafeteria only)
3. Continual cleaning throughout all breakfast and lunch periods.
4. Push food carts to designated areas.
5. After lunch and breakfast are complete, clean these areas to include: mop hard surface floor, spot clean carpet daily, sanitize tables and make area ready for other activities.
6. Sanitize water fountain.
7. Spot clean walls as necessary
8. Spot clean glass.

9. Furniture dusted and wiped with damp cloth. This task will be performed after breakfast and lunch.
10. Hard surfaced floors swept
11. Mop hard surfaced floors with disinfectant.
12. Wash tables with disinfectant and move lunch carts to designated area.
13. Carpeted areas must be spot cleaned daily.
14. Assist elementary students with throwing trays into trashcans.
15. Wipe clean all vending machines
16. Perform additional cleaning for events after school release.

B. Weekly (or more frequently if need arises)

1. High speed all resilient floors
2. Wash out all trash containers.
3. Scrub floors weekly with disinfectant, detail/clean corners, edges, etc.
4. Spot clean walls and doors

C. Quarterly (or more frequently as need arises)

1. Wash and sanitize all walls
2. Lighting fixtures cleaned.

D. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.
2. High Dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.
3. Light Replacement – replaces light bulbs that can be replaced or reached from a 6' ladder.
4. Annually clean all windows inside and out that are reachable with a 6' ladder.

E. Periodically (as needed)

1. Strip, seal, and wax tile and resilient floors including kitchen floor area as needed per Marshall ISD
2. Remove dust from underneath tables and chairs.

Item 3: Classrooms

A. Daily (or more frequently if need arises)

1. Sweep and dust mop all hard-surfaced flooring to insure dust free floors with special attention to hard to reach areas.
2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
3. Spot mop all classrooms 4 nights a week.
4. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary, including recycle liners.

5. Dust clean all horizontal surfaces such as desks, files, window sills, pictures, tables, telephones, chalkboard trays, etc. being careful not to disturb papers on these surfaces.
6. Remove all fingerprints, scuff marks, and chewing gum wherever found such as around light switches, doorframes, etc. Spot clean glass. Clean lab sinks.
7. Sanitize tops of desks. Remove marks as necessary. Contractor will not be responsible for student damage to desk. Straighten desks.

B. Weekly (as needed)

1. Clean and treat all dry erase boards with approved product.
2. Clean erasers as necessary.
3. Dust computers and clean monitors. Clean screens with feather duster.
4. Detail clean all lab tables, treating surfaces for effervescing.
5. Wet mop all the floors (Science, Homemaking, Art, etc.).

C. Monthly (as needed)

1. High Speed all resilient floors.
2. High dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.

D. Periodically (as needed)

1. Strip, seal and wax tile and all resilient floors.
2. Hot water extraction clean all carpeted areas (minimum of two (2) times a year or as requested).
3. Clean lighting fixtures
4. Clean window blinds.

E. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.
2. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.
3. Annually clean all windows inside and out that are reachable with a 6' ladder.

Item 4: Day staff responsibilities.

A. Daily (or more frequently if need arises)

1. Monitor halls and stairway areas for trash a minimum of three times a day.
2. Monitor and restock restrooms as necessary a minimum of three times a day.
3. Wash clean and sanitize all water fountains.
4. Police outside perimeter of main building and pick up trash to the street curb.
5. Monitor the cafeteria after break and each lunch period, emptying trash and replacing with clean liners, pick up trash off floor and cleaning tables and chairs.
6. Detail clean cafeteria in afternoons (See Specifications for Cafeteria).
7. Monitor office and clinic area one time a day.

8. Monitor atrium areas after break and lunch.
9. Monitor teacher's lounge twice a day.
10. Assist school representatives on special projects such as a set-up, water leaks, desk moving, furniture, moving of boxes or freight, clean up after ill students, etc.
11. Sweep entrance mats, spot doors and partition glass.
12. Clean trophy display, spotting glass as necessary.
13. Detail clean auditorium (See Specifications for Auditorium).
14. Collect and remove to a designated area on the premises, all normal building wastepaper, boxes, and waste materials from cafeteria and rubbish.
15. Secure all doors and turn out lights at times designated by building principal.
16. Remove all objects above lockers in halls.

B. Weekly (or more frequently as need arises)

1. Wash and spot clean walls.
2. Wash and spot clean glass, attendance offices, and partitions
3. Detail cleans all lab tables, treating surfaces for effervescing.
4. Dust to of lockers (if applicable)

C. Monthly (or more frequently if need arises)

1. High speed all resilient floors.

D. Periodically (as needed)

1. Strip, seal and wax tile and all resilient floors.
2. Hot water extraction clean all carpeted areas as needed
3. Clean light fixtures.
4. Wash and sanitize walls quarterly.
5. Assist Marshall ISD staff as needed.
6. Remove trash and debris from parking lots, tennis courts, softball fields, outside restrooms, and other outside facilities as needed.

E. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.

Item 5: Fine Arts

A. Daily (or more frequently if need arises)

1. Sweep and dust mop all hard-surfaced flooring to insure dust free floors with special attention to hard to reach areas.
2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
3. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary

4. Dust clean all horizontal surfaces, such as desk, files, windowsills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces.
5. Remove all fingerprints, scuff marks and chewing gum wherever found such as around light switches, doorframes, etc.
6. Clean tops of desks. Remove marks as necessary.

B. Weekly (or more frequently if need arises)

1. Clean all markers boards on Fridays.
2. Clean erasers as necessary.
3. Detail clean all lab tables, treating surfaces for effervescing.

C. Monthly (or more frequently if need arises)

1. High speed all resilient floors.
2. High dusting.

D. Periodically (as needed)

1. Strip, seal and wax tile and all resilient floors.
2. Shampoo all carpeted areas as needed.
3. Clean light fixtures.
4. Wash and sanitize walls quarterly.

E. Special

1. High dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.
2. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.
3. Annually clean all windows inside and out that are reachable with a 6' ladder.

Item 6: General / Miscellaneous

A. Daily (or more frequently if need arises)

1. Lock all interior doors at times designated by school representative.
2. Lock all exterior doors at times designated by school representative.
3. Re-check doors periodically. Final check of doors at end of cleaning shift.
4. Turn off all lights at time designated by school representatives. Have cleaning personnel keep all lights off with exception of work area.
5. Secure and set security system as designated by school representatives.
6. Keep janitor closets locked at all times.
7. Items found during the course of cleaning should be turned into office lost and found. Books, notebooks, clothes, jewelry, etc.
8. Move desk and chairs to classrooms as requested by school representatives.
9. Move tables and chairs for set ups as requested by school representatives.
10. Provide labor for special projects during the course of the day. Weekends and nights not related to school activities will result in an extra charge to group using facility.

11. Keep entry area wiped dry on rainy days.
12. All custodial closets must be kept clean, orderly, and in compliance with all state, local, and Federal safety requirements. Closets will be thoroughly cleaned monthly.
13. Wet/dust mop heads will be replaced daily or as required. Wet/dust mop heads will be laundered before being placed back into service.
14. Mop buckets will be cleaned daily and scrubbed on a monthly basis.
15. Trash receptacles will be cleaned at least monthly or as required.

B. Special

1. High Dusting requiring a lift-clean and dust exposed ducts and beams, vents, ceiling fans, and surrounding areas as requested by Marshall ISD.
2. High-pressure wash designated areas as requested by Marshall ISD.
3. Clean interior and exterior glass as requested by Marshall ISD.
4. Clean park areas adjacent to school campus as requested by Marshall ISD.
5. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.

C. Summer – Outside

1. High pressure wash entries to facilities and patios as needed to remove gum, soft drink syrups, etc.
2. High pressure wash outdoor bleachers as needed to remove gum, grit, soft drink syrups, etc.

Item 7: Gyms, Field Houses and Locker Rooms (Where Applicable)

A. Daily (or more frequently if need arises) Locker, Restroom, Weight Room, Dressing Areas

1. Sweep, wet mop and sanitize all flooring, with exception of gym floor.
2. Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including, but not limited to, flush meters, piping toilet seat hinges.
3. Wash with a disinfectant, and wipe dry, both sides of all toilet seats.
4. Wash and disinfect all toilet tissue, soap, towel and sanitary napkin dispensers and disposal units.
5. Wash and sanitize all basins, bowls, urinals and showers.
6. Wash and disinfect underneath sinks, bowl, and urinals.
7. Fill toilet tissue holders, soap dispensers, towel dispensers and sanitary napkin dispensers.
8. Clean floor treated with gym cleaner product as needed
9. Clean bleacher area.

B. Daily (or more frequently if need arises) – Gym and Field House Area.

1. Dust mop and mop gym floor removing all debris.
2. Vacuum all carpeted areas and rugs. Remove spots as necessary.
3. Office areas – refer to Office Specifications.

4. During basketball seasons, gyms are to be cleaned before games start and after games are completed.

C. Weekly (or more frequently if need arises)

1. Thoroughly clean carpet.
2. Thoroughly clean laundry rooms.
3. Clean all areas under bleachers. Areas under bleachers must be cleaned thoroughly after each activity prior to folding. Pulling, Folding, and Securing the bleachers is the responsibility of Marshall ISD. Contractor's employees may not perform these functions unless authorized in writing by the Marshall ISD Representative, and then only under the direct supervision of a Marshall ISD staff member (coach etc.)
4. Wash all partitions, tile walls, enamel surfaces, dispensers, and receptacles, using proper disinfectant.
5. Wash clean underneath sinks, bowls and urinals.

D. Periodically (as Needed)

1. Strip, seal and wax tile and all resilient floors.
2. Assist coaches' request for special cleaning, Saturday morning meetings workouts, open house, booster club meetings, etc.
3. Scrub showers and restroom floors.
4. Maintain gym floor, screen, and reseal as needed.

E. Special

1. Strip, seal and wax tile and all resilient floors.
2. Assist coaches' request for special cleaning, Saturday morning meetings, workouts, open house, booster club meetings, etc.
3. Scrub showers and restroom floors.
4. Maintain Gym floor, screen, and reseal as needed.
5. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.
6. Annually clean all windows inside and out that are reachable with a 6' ladder.

Item 8: Library

A. Daily (or more frequently if need arises)

1. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
2. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary.
3. Dust clean all horizontal surfaces, such as desks, files, window sills, pictures, tables, telephones, etc., being careful not to disturb papers on these surfaces.
4. Clean all glass furniture tops; damp wipe and polish as necessary.
5. Dust clothing racks, shelving and closets. Wipes, wash or polish as necessary.

6. Remove all finger prints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.

B. Weekly (or more frequently if the need arises)

1. Dust all picture frames, charts graphs and similar wall hangings not reached in nightly cleaning.
2. Dust all window sills and frames.
3. Dust computers and monitors. Clean monitor screen with feather duster.
4. Dust all vertical surfaces such as walls, partitions, ventilating louvers, fresh air grills and others not reached in nightly cleaning.
5. Clean all interior partition glass as necessary.
6. Dust shelf ledges by sections at librarian's request.

C. Quarterly

1. Dust all Venetian blinds and areas not reached in nightly cleaning.

D. Periodically

1. Hot water extraction clean all carpeted areas as needed.
2. Clean light fixtures

E. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.
2. High dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.
3. Light replacement – replace light bulbs that can be replace or reached from a 6' ladder.
4. Annually clean all windows inside and out that are reachable with a 6' ladder.

Item 9: Offices (includes all offices in all facilities)

A. Daily (or more frequently if need arises)

1. Vacuum all carpeted areas and rugs, file cabinets, etc.
2. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary including recycle liners.
3. Dust clean all horizontal surfaces, such as desks, files, window sills, pictures, tables, telephones, etc., being careful not to disturb papers on these surfaces.
4. Clean all glass furniture tops, damp wipe and polish as necessary.
5. Dust clothing racks, shelving and closets. Wipe, wash or polish as necessary.
6. Remove all fingerprints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.
7. Spot mop hard surface floors.

B. Weekly (or more frequently if need arises)

1. Dust all picture frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
2. Dust all window sills and frames.
3. Dust computers and monitors. Clean monitor screens with Feather duster.
4. Dust all vertical surfaces such as walls, partitions, ventilating louvers, fresh air grills and others not reached in nightly cleaning.
5. Clean all interior partition glass as necessary.
6. Spot clean walls and doors around light switch plates, and door handles.

C. Quarterly

1. Dust all venetian blinds and areas not reached in nightly cleaning.
2. Clean lighting fixtures.
3. Air-conditioning supply and return diffusers and exhaust vents dusted.

D. Periodically

1. Hot water extraction clean all carpet areas as needed.
2. Clean interior office windows, glass doors, and sidelights that can be reached with six (6) ft. ladder.

E. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.
2. High dusting – clean and dust air ducts, vents, ceiling fans, and surrounding areas.
3. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.
4. Annually clean all windows inside and out that are reachable with a 6' ladder.

Item 10: Outside Policing

A. Daily (or more frequently if need arises)

1. Walk perimeter of school building removing all debris to street/roadside curb.
2. Clean atrium areas to main building.
3. Sweep entrance areas to main building.
4. Empty all trash containers.

B. As Needed

1. Police parking lots to fence lines including curb area corners.
2. Provide and spread in main entry areas, student drop off areas and teacher entry areas an approved de-icer as required or requested by Marshall ISD.
3. Sweep, clean, and remove de-icer residue after snow/ice has melted.

C. Periodically

1. Wash clean entry mats.

2. Wash clean outside trash containers

Item 11: Public Areas

A. Daily (or more frequently if need arises)

1. Sweep and dust mop all hard-surfaced flooring to insure dust free floors with special attention to hard-to-reach areas.
2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
3. Sweep (or vacuum clean, if carpeted) all stairways; mop as often as necessary.
4. Empty, clean and damp dust, all wastepaper baskets. Install liner provided by Contractor as necessary including recycle liners.
5. Collect and remove to a designated area on the premises, all normal building wastepaper, cardboard boxes, waste materials, rubbish, and recyclables. Waste, recycle, and/or rubbish bags shall be provided by Contractor.
6. Dust clean all horizontal surfaces, such as windowsills, pictures, tables, telephones, etc.
7. Wash, sanitize and polish all water fountains.
8. Keep slop sink rooms in clean and orderly condition.
9. Dust all baseboards; remove stains if possible.
10. Keep service corridors on each floor, including lobby floor, in clean and orderly condition.
11. Remove all fingerprints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.
12. Wash glass partitions as necessary, walls and doors will be spot cleaned as well as all glass.
13. Spot clean entry door glass and chrome nightly.
14. Dust/wash all directory boards and trophy cases as necessary, remove fingerprints and smudges.
15. Wipe clean all vending machines.
16. Spot clean lockers, top to bottom.

B. Weekly (or more frequently as need arises)

1. Clean all partition glass.
2. High speed all resilient floors (classroom halls three times a week).
3. Sanitize all handrails and treads.
4. Scrub tile floors with scrubbing machine.

C. Quarterly (as needed)

1. Recondition tile areas as necessary.
2. Dust all Venetian blinds and areas not reached in nightly cleaning.
3. High speed all classrooms, science rooms, art rooms, and homemaking rooms.

D. Semi-Annually (as needed)

1. Strip, seal and wax all resilient floors.

E. Periodically

1. Hot water extraction clean all carpeted areas as needed.
2. Interiors of lockers to be cleaned beginning the first week after school ends.

F. Special

1. Provide and spread an approved de-icer as required or requested by Marshall ISD.

Item 12: Restrooms/Clinic Areas/Athletic Training Rooms

A. Daily (or more frequently as need arises)

1. Sweep, wet mop and sanitize all flooring.
2. Wash/disinfect and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including but not limited to, flush meters, piping and toilet seats hinges.
3. Wash with and sanitize, and wipe dry, both sides of all toilet seats.
4. Clean and disinfect all toilet tissue, soap, towel dispensers.
5. Wash and sanitize all basin, bowls, urinals, and showers.
6. Clean and disinfect all partitions, tile walls, enamel surface, dispensers and receptacles, using proper disinfectant.
7. Wash clean underneath sinks, bowls and urinals
8. Fill toilet tissue holders, soap dispensers, towel dispensers.
9. Remove wastepaper and refuse to a designated area.
10. Remove markings/writing from walls as necessary.
11. Clean and dry polish bright metal work.
12. Install air freshener as supplied by Marshall ISD.

B. Weekly (or more frequently as need arises)

1. Clean and disinfect walls and partitions.
2. Dust all lighting fixtures, vents, louvers, and air conditioning grills.
3. Scrub floors as needed.

C. Special

1. High dusting – clean and dust air ducts, vents, ceiling fans and surrounding areas.
2. Light replacement – replace light bulbs that can be replaced or reached from a 6' ladder.

Item 13: Mechanical Rooms

Mechanical rooms may not be used as storage rooms or staging areas for supplies or products. Marshall ISD and local campus administration is responsible for the removal of school related supplies, surplus, furniture, etc. in accordance with local, state, and federal guidelines.

A. As needed or requested

1. Sweep floor areas.
2. Mop floor areas
3. Dust equipment surfaces, ducts, & pipe surfaces
4. High dust exposed structural members, ducts, and pipes

Item 14: Stadium

Stadium cleaning events will definitely include varsity football games, varsity track meets, marching band competitions, and possible special events, and may include sub-varsity football games, sub-varsity track meets, soccer games, and the like. Schedules will be provided by the district.

A. Per event or as needed or requested

1. Clean restrooms (per restroom specifications)
2. Clean press box areas

Item 15: Gymnasiums and Other Athletic Fields and Facilities

Gymnasiums are cleaned daily after use as part of the regular instructional day – see section on gyms/field house.

A. Per event or as needed or requested (sub-items are key cleaning points to be included in the athletic/special events or games)

1. Pick up debris under and around bleacher areas.
2. Sweep bleachers.
3. Spot mop bleachers.
4. Clean locker rooms. (See specifications under gyms/field house)

Item 16: Hourly Rates for Non-Listed Events Requiring Custodial Personnel

From time to time, the district will hold events that require one or more custodial persons to be on site for the duration of the event; for example, the district might host an all-day (Saturday) UIL academic decathlon meet or some other UIL competition event. For such an event the district would require one or more persons to be present to monitor restrooms, cafeterias, and emergency situations. Consequently, the contract is asked to provide a per person hourly cost for such events that are covered by the Pool of Hours.

Item 17: Summer Break Christmas Break, Spring Break, and Fall Break

The contractor will make appropriate adjustments to working hours, cleaning schedule, coverage, and staffing (vacation times, etc.) Contractor will be expected to address “deep cleaning” needs such as floor stripping/waxing, carpet shampooing, of all hallways, classroom and common/office areas, cleaning of

interiors of student or athletic lockers, etc. (floor stripping of all areas is to be completed during summer breaks)

B) Excluded Areas

The following areas are excluded from the specifications and Contractor will not be required to provide services for such areas.

1. Screening and urethane of gym floors.
2. Windows not accessible from a 6' ladder.
3. High dusting not accessible above what can be reached from a 6' ladder and/or extension pole.

C) Directory of Schools, Addresses, Square Footage and Minimum Staffing Requirements

CATEGORY	ADDRESS	SQUARE FOOTAGE	NUMBER OF FTE's
Little Mav Academy (Daycare)	1600 Meadow Street	8,800	1.0
Washington Early Childhood Center (Preschool)	1202 Evans Street	29,570	2.0
Price T. Young Elementary	1501 Sanford Street	82,833	6.0
William B. Travis Elementary	300 W. Carolanne	82,833	6.0
David Crockett Elementary	700 Jasper Drive	82,833	6.0
Sam Houston Elementary	2905 East Travis	66,700	4.0
Marshall Junior High School	2710 E. Travis Street	182,000	9.0
Marshall High School	1900 Maverick Drive	261,561	9.0
Central Administration	1305 East Pinecrest Drive	26,158	.50
Facilities & Transportation Auxiliary Building	1205 West Emory	19,950	.50
Child Nutrition Building	1500 Sanford Street	7,848	.25
YA Tittle Football Field House	1900 Maverick Drive	22,576	1.0
Learning Resource Center	1209 East Pinecrest Drive	3,042	.25
Marshall ISD Annex	502 West Pinecrest Drive	1,000	.25
FAAST Academy	1302 Maverick Drive	4,398	.50
Police Department	1900 Maverick Drive	1,536	.25
DAEP	1312 Johnson Street	6,063	.50
Maverick Stadium Press Box	1900 Maverick Drive	2,400	(As Needed)
Maverick Stadium Restrooms	1900 Maverick Drive	1,320	(As Needed)
Baseball Field House	1900 Maverick Drive	10,140	.50
Baseball Field Press Box & Restrooms	1900 Maverick Drive	1,190	(As Needed)
Softball Field House	1900 Maverick Drive	6,181	.50
Totals		909,612	48

D) Scope of Work

Vendors are invited to submit proposals in accordance with the requirements of this document for “full” custodial/janitorial services on all campuses and auxiliary facilities owned by the Marshall Independent School District for 260 days of coverage.

The purpose of the scope of work and specifications contained herein is to define the requirements of the successful contractor. It is the responsibility of the contractor to provide Marshall Independent School District (henceforth referred to as the District) with clean professionally maintained facilities.

These specifications were written with the minimum expectations for the contracted cleaning services.

The scope of frequencies noted in this document, are the minimum that are expected and may increase if necessary to achieve the standards set forth herein. Any items or services not mentioned in this document which are required to provide a professionally maintained facility will be the responsibility of the contractor at no additional cost to the District.

The District is structured into the following categories:

Category	Grade	Instructional Hours
Daycare		7:00 a.m. – 5:00 p.m.
Early Childhood	Head Start – PK	8:09 a.m. – 3:40 p.m.
Elementary Schools	K-5 th	8:09 a.m. – 3:40 p.m.
Jr. High School	6 th , 7 th & 8 th	7:30 a.m. – 3:05 p.m.
High School	9 th , 10 th , 11 th , 12 th	7:30 a.m. – 3:05 p.m.
Athletics	9 th , 10 th , 11 th , 12 th	Varies
Support Facilities		5:30 a.m. – 5:30 p.m.
Alternative School		8:00 a.m. – 3:30 p.m.
Administration Building		8:00 a.m. – 4:30 p.m.
Learning Resource Center		8:00 a.m. – 4:30 p.m.

A listing of all District facilities and square footage are included in Section C.

The specification is to obtain a proposal price for representative facilities in each category. The proposed prices listed in the proposal will serve as the Contractor’s cost to the District for servicing and facility within that category.

It should be noted that the District reserves the right to utilize Contractors or District employees for any or all of the facilities included on the proposal form. Additions or reduction of facilities to the contractor services during the course of the contract period will be at the unit cost submitted for the specific category.

Item 1: Definitions

Contractor – Shall refer to the custodial company and/or service provider.

Exhibit – Shall refer to information, examples, or formats provided by vendor.

Item – Shall refer to information, or examples of information provided by the owner/Marshall ISD.

Owner – Shall refer to Marshall Independent School District (Marshall ISD)

Marshall ISD – Marshall Independent School District

Billable Function – Any event held after 11:00 p.m. Friday and before 6:00 a.m. Monday. Also included are all Leased events and PTA/Booster Club or other fundraising activities.

No-billable Function – Any event held from 6:00 a.m. Monday through 11:00 p.m. Friday with the exception of leased events and PTA/Booster Club or other fundraising activities.

Services

After Hours – Time beyond 11:00 p.m. Weekends and holidays approved by Marshall ISD will be considered after hours.

As Needed – As determined by Marshall ISD

Clean – Remove dirt, stains and other matter, sanitize, leave in orderly fashion consistent with Marshall ISD expectations.

Damp Mop – Remove dirt and spots with a moist cloth

Damp Wipe – Remove surface dirt with a soft damp cloth

Dust – Remove surface dirt with soft treated cloth

High Speed – Use of machine of not less than 2,000 RPM to polish floors to high shine.

Maintenance – Limited to minor repairs or replacement of items such as the following:

- Assist in moving materials
- Report needed maintenance supplies furnished by Marshall ISD to school office such as light bulbs.

- Report noted maintenance deficiencies to the school office to be forwarded to the Service Center via a Work Request.

Polish – Clean with a polishing compound, or rub with a dry cloth to gloss

Sanitize – Wash with disinfectant cleaner or spray with disinfectant cleaner.

Scrub – Clean with detergent, scrub brush, or floor machine.

Seal – Apply one or more coats of floor sealer to floors after stripping operations.

Spot Clean – Remove spots, fingerprints and marks by washing or using cleaning compound.

Spot Mop – Clean isolated areas with a damp mop.

Strip – Remove accumulation of wax or finish.

Sweep – Remove surface dirt with a broom, treated dust mop or mechanical sweeper.

Vacuum Clean – To sweep carpet with cleaning apparatus.

Wash – Remove surface and/or other accumulations with detergent or cleaning product.

Wax or Finish – Apply wax or finish after the surface has been stripped, scrubbed or wet mopped.

Wet Mop – Remove dirt with a mop thoroughly wet with cleaning solution.

Wipe – Remove surface dirt with a soft cloth.

Staffing

General Manager – Communicates with Principals, sets up weekly schedules, trains and hires staff, coordinates project work with Zone Managers, and works with Marshall ISD representatives. Conducts inspections and managers quality program.

Zone Managers – Plan general cleaning; travel from location to location; coordinate work orders; set up special events such as basketball games, concerts, night school, and Region VII meetings; follow up on complaints; inspect facilities; train staff.

Supervisors – Coordinate with designated school personnel in each school, daily activities, periodic cleaning special events, quality control inspections and nightly cleaning.

Day Lead Custodians – Police all areas, clean designated areas, move limited amounts of furniture, provide emergency clean up, clean cafeteria, police outside grounds, work with principals and teachers, and open schools at designated times.

Day Custodians – A general person who polices and cleans restrooms, offices, and cafeteria, outside work and special assignments as set forth in specifications.

Night Lead Custodians – Assist supervisor with periodic projects, cover for supervisor when absent.

Night Custodians – A general cleaner responsible for day to day cleaning of facilities under the direction of lead and supervisory personnel.

Extra/Weekend – Lead or supervisor covers seven days. The Supervisor must be able to communicate with sponsors using facility during the weekend. Unlock and lock doors, turn on lights. In many instances, two or more employees will be needed. Some week's very little overtime is needed and some weeks overtime requirements are high. The city and schools have several basketball tournaments during the year. Also, schools use another school's auditorium, cafeteria, and gym (An example would be an elementary school using a middle school for a fine arts presentation or graduation exercise). These activities could be classified as billable or non-billable functions.

Item 2: Contractor Responsibilities

All unit prices, except non-school related functions per hour, and performance bond alternates, shall be computed based upon ninety percent (90%) interior square footage established by the District. Any work specified outside and around the facility will be included in the cost of interior square feet per month. All support area pricing will be based on the gross square footage less the non-cleanable areas (i.e. warehouse spaces) as determined by the District. The specifications require the Contractor to maintain clean, safe, and orderly campuses.

Contractor will at their expense provide District with a performance bond for each contract year during the term of this Agreement. The amount of the performance bond for the first contract year during the term of this Agreement will be equal to the first contract year cost. Thereafter, the performance bond may be adjusted at the beginning of each contract year to a mutually agreeable amount based on the anticipated cost of performing Custodial Services for the actual cleanable square footage for that contact year. The performance bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to the district in all respects. The performance bond will be made payable to the District and conditioned upon the prompt and faithful performance of the work and all of the Contractor's other duties and obligations under this Agreement.

Contractor must submit a written transition plan by December 1, 2018 for assuming custodial duties for the District facilities, including personnel recruitment, screening, hiring and training, plans for the deployment of equipment, cleaning products and paper goods must be included. Transition date will be January 1, 2019.

Item 3: Contractor Services

Contractor agrees to provide all services as set forth in Section A "Cleaning Specifications."

Contractor agrees to provide services set forth in the specifications more frequently than stated if need arises.

Contractor will furnish daily and nightly cleaning services five (5) days per week as specified by the District except on those holidays as specified by the District. Work hours shall conform to the building requirement. Contractor shall use reasonable efforts not to interfere with the normal routine of the school or facility. The Contractor shall be present at the facility during all school-related functions including holiday events. The Contractor shall be entitled to extra compensation only as designated in the proposal form for all billable activities.

The Contract shall provide services at those Marshall ISD locations described in Section B and other facilities Marshall ISD designates during the contract period.

Cleaning assignments will be according to building hours as specified by the District. Contractor agrees to provide routine cleaning services after normal working hours of the various departments within the District. Contracted services must be performed between 6:00 a.m. and 11:00 p.m. unless otherwise modified by Marshall ISD. The Contractor is required to open the facilities in the morning and close and arm the security system at night. Contractor must maintain personnel within the facilities on days that the district is open and Maintenance personnel are working. The District will provide to the Contractor prior to January 1 of each calendar year of the contract a list of probable holidays.

During breaks; Thanksgiving, Christmas Spring, Summer; the Contractor is allowed to team clean or assemble specialty teams for items such as carpets, restrooms, and resilient flooring. A member of each facility's assigned staff shall remain on duty during regular office hours year-round, and able to cover scheduled school related or community related functions that are on site. Cleaning schedules and level of cleanliness shall be maintained at desired levels during these periods.

2018-2019 Holidays

Independence Day	July 4, 2018
Labor Day	September 3, 2018
Thanksgiving	November 22, 2018
Christmas	December 24-25, 2018
New Year	January 1, 2019
MLK Day	January 21, 2019
Memorial Day	May 27, 2019

The Contractor shall also provide periodic cleaning services for special assignments as requested by the District within a minimum time frame. Under normal circumstances notice will be given eight hours prior, but can be subject to faster response time when required. **If these services fall outside of normal staffing hours, these extra services may be charged to the District bank of hours, which shall start at 500 hours.** Contractor is to provide an hourly cost for these services. This will be used to calculate the dollar amount to be refunded to the district if all hours are not used.

The Contractor will be responsible for activation of the lighting, and deactivation of security systems, at the specified times that the building is to be occupied. Additionally, the Contractor may be required to activate security systems and deactivate lighting when the building is not in general use. The Contractor will only use lights in the areas being serviced. HVAC equipment will not be operated after the normal operating hours of the building, or when school is not in session.

Contractor will assist the district in all phases of Marshall ISD's Recycling Program. An in-service will be held and the Contractor will be required to attend and comply.

Contractor will be responsible for all the District Energy Management Plan guidelines as set forth in the District's Energy Management Plan.

Contractor will be responsible for cleaning all inside and outside windows assessable by a 6' ladder. All outside 1st floor windows to be cleaned during summer break.

Contractor will be responsible for providing adequate staff to set up for meetings and other activities as requested. The contractor is further responsible for cleaning areas completely and making ready for students the next day. Other non-cleaning functions might include but are not limited to:

- Set up tables/chairs for meetings and rearranging when completed.
- Deliver packages from office to designated areas.
- Arranging furniture and equipment (microphones, speakers, overhead projectors, flags, etc.)
- Responsible for rearranging furniture

Contractor's employees shall not be used to extend or retract "roll-out" bleachers unless specifically authorized in writing by Marshall ISD's representative.

Item 4: Contractor Staffing

Contractor represents that he shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Furthermore, the Contractor represents that the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Opportunity shall be complied with, unless otherwise exempted.

Contractor shall interview, screen and train all personnel. Contractor's personnel shall be neat and clean in appearance and uniformed for easy identification while on Marshall ISD's premises. The Contractor must provide company photo identification cards and nametags for their employees. Uniforms and ID cards must be worn by employees at all times.

Contractor shall provide personnel in accordance with the Required Daily Minimum Staffing set forth herein for the respective facilities covered under the Contract together with such additional personnel as Contractor or Marshall ISD shall determine are necessary to meet the requirements of the Contract.

All lead custodians must have public school janitorial experience or training and will be required to communicate verbally in English.

Contractor agrees that cleaning services covered by this contract shall be performed by qualified, responsible, trained employees in the strictest conformity with the best practices and standards as may be prescribed by Marshall ISD and the industry throughout the duration of the contract.

Marshall ISD and the Contractor agree that the conduct of cleaning personnel is to be guided by a set of rules agreed upon by Marshall ISD and the Contractor and any special written instructions deemed

applicable by Marshall ISD. It shall be agreed that cleaning personnel grooming habits will be subject to standards set by Marshall ISD.

Contractor shall insure that all personnel shall abide by all safety rules and regulations either set forth by Marshall ISD, or by the Federal, State, or Local governments.

Contractor further agrees that, upon request by Marshall ISD, Contractor will immediately remove from service any employee who, in Marshall ISD's written opinion, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or whose presence is not in the best interest of Marshall ISD or is related to immoral or criminal activities.

The Contractor will employ management and supervisory personnel. It is the Contractor's responsibility to provide adequate supervisory personnel structure to insure the direction of cleaning employees and insure quality standards are met.

The Contractor will provide on-site supervision at all times during cleaning operations to make daily inspections and be responsible for maintaining the overall quality of housekeeping. Supervisors must be on call 24 hours per day, seven (7) days per week. The Contractor will provide home and cell telephone numbers of supervisory personnel to Marshall ISD Facility Management. Such supervisors will, upon reasonable notice, be available to report and confer with designated agents of Marshall ISD with respect to the services provided.

All cleaning services supervisory and lead personnel will be required to communicate verbally in English project a professional image in their duties and deal with all people in a courteous manner.

Contractor will have sufficient office personnel to insure the following:

- Maintain accurate and timely billing.
- Coordinate all activities and special events as requested by Marshall ISD.
- Provide calendar that reflects all events/activities occurring at Marshall ISD facilities on weekly basis.
- Insure that personnel are on site at designated times each day by the operation of a call-in system.
- Provide system for the handling of all emergencies.

Contractor will furnish Marshall ISD with a detailed staffing list of personnel in the assigned buildings by the first week of the contract period. The Contractor will provide such a list for each facility added to the Contractor's scope within one week of the assignment.

Contractor shall keep detailed records regarding the staffing of each Marshall ISD facility including personnel records, staffing records, timesheets, billing etc. and shall make such records available to Marshall ISD for periodic review.

The Contractor will maintain the same personnel on the specified campuses unless Marshall ISD requests, or approves in writing, changes. In the event of absence, the Contractor is required to provide qualified substitutes.

Shortages in staffing will result in a credit returned to Marshall ISD for labor not provided.

Contractor must show detail budget and staffing plan as shown in SUBMITTAL "D".

Contractor must present a comprehensive outline of training & re-training procedures used to prepare its employees, including supervisors, to perform their assigned tasks. Contractor must include within this list those training procedures designated as "safety training". This outline shall be shown in Section E, Item 7. Marshall ISD reserves the right to review Contractor's training procedures in their entirety.

See Section C for Daily Minimum Staffing Requirements (These numbers do not include management supervisory and administrative personnel or personnel required for additional programs.)

Each employee represents an eight-hour shift. All buildings will meet the required staffing five days per week for the entire calendar year, including all weekdays when school is not in session except for approved holidays.

Contractor must provide an additional 5% staffing or extra employees for absenteeism, sick leave, special projects, and vacation coverage.

Activities that are held Monday through Friday that are related to school events are not to be billed to the District at any time.

Supervisory or lead personnel should monitor all activities covered on weekends or after hours during the week. The Contractor is responsible for opening and closing facilities, security, and communicating with sponsors of events, parents, and lessees contracting for the facilities.

Listed are examples of various activities. The majority of events take place after normal school hours, weekends, or holidays. It is important to understand the need to establish an effective communication system to insure facilities are ready for these activities.

MISD Basketball	Open Houses
MISD Volleyball	Grade level meetings with parents
MISD Football	PTA meetings
MISD Baseball	College Nights
MISD Soccer	Academic Meetings
MISD Tennis	Cheerleader and Drill Team practice/camp
MISD Softball	Math Contest
Boys & Girls Club Basketball	SAT/ACT Testing
Churches	Elementary Graduations
PTA Carnivals	High School Graduation
Special Events as determined by the District	Registration at all Schools
Summer School (Approximately Four (4) Schools)	School Dedication Ceremonies
Special after school educational programs (after hours Elementary and Middle School Grant Program, Teacher Education/Development Program)	Receptions
	School Banquets
	Booster Clubs
	Boy Scouts/Girl Scouts

Contractor must provide Supervisory personnel with cellular phones, pagers, and radios in order to insure efficient and rapid communication with Marshall ISD personnel. Contractor must provide each lead custodian with a pager.

Contractor will provide an answering service program 24 hrs./day 7 days/wk. 365 days/yr.

Contractor will be responsible for providing to Marshall ISD Representative nightly reports related to late workers, alarms and security problems, vandalism and periodic work.

Contractor will develop a calendar program that will, on a weekly basis, inform Marshall ISD of all events and activities during evenings and weekends, and report any problems related to any school functions.

Item 5: Supplies and Equipment

Contractor will include an initial inventory of equipment in the proposal (F Section III)

Contractor will provide all necessary tools and equipment necessary to maintain the facilities per the specifications including, but not limited to, standard custodial equipment but also lifts, ladders, tool boxes, lock boxes, key boxes, desks, and bulletin/information boards. Equipment must be applicable to use and technically suitable to the assigned task(s).

Contractor will keep all equipment operating in a safe and efficient manner.

Marshall ISD will inspect all equipment used by the Contractor in Marshall ISD facilities on an annual basis. Equipment determined by Marshall ISD to be unacceptable will be repaired or removed and replaced immediately by the Contractor.

The initial equipment inventory will be delivered to a designated location for review and inspection by Marshall ISD personnel prior to distribution to schools.

The Contractor will furnish necessary and appropriate supplies for the maintenance of Marshall ISD facilities. Contractor will use chemicals approved by Marshall ISD providing MSDS safety sheets in each clinic and a copy of the custodial staging area in the event of emergency.

Contractor is required to provide storage for all paper and plastic products in an orderly environment subject to Marshall ISD's approval.

Contractor agrees to provide all lavatory dispenser supplies including paper towels, toilet tissue, hand soap, trashcan liners, and recycle liners. All products shall be at the approval of Marshall ISD and shall conform to existing dispenser equipment. Contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor will be responsible for stocking the lavatory dispenser supplies and for maintaining storage in an orderly environment. Contractor is required to supply all other items necessary to clean all areas in accordance with proposal specifications.

Item 6: Security/Life Safety/Energy Management

Contractor shall thoroughly investigate and provide a background check to Marshall ISD security of each employee who is assigned to any Marshall ISD facility and shall not assign any employee to a Marshall ISD facility that has been convicted of a felony or crime involving moral turpitude or a relationship with a child, or is illegally in this country. (See Item 7: Employment Eligibility)

The background check shall include a statewide – county search by an approved security company and fingerprinting documents to be submitted within sixty (60) days. A roster of results shall be presented twice a year to the appropriate Marshall ISD Security Officer in March and October.

Contractor shall, at his own, expense, comply with all provisions of the Immigration Reform and Control Act as it pertains to Employment Eligibility Verification, unless otherwise exempted, by maintain on file a completed Form I-9 on each employee.

In the event any Contractor's employee presents a problem or is undesirable to Marshall ISD, the District will notify the Contractor in writing that the employee shall be removed from the job site immediately and not returned without Marshall ISD's prior written authorization.

Contractor shall conduct routine training and retraining of personnel to insure they maintain an acceptable knowledge level of procedures and safety to insure proper performance.

The Contractor shall furnish to Marshall ISD, for their approval, a list of all chemicals that will be used by the Contractor and their location throughout the District. All chemicals will be environmentally safe. The Contractor shall provide, update, and maintain at each building, in the files at the Service Center, and in the files of Marshall ISD's Business Manager, Material Safety Data Sheets on any and all products used by the Contractor in the performance of this contract. This list will be provided to Marshall ISD before the commencement of services.

The contractor shall comply with all applicable Federal, State, and local laws, statutes, ordinances and regulations, including, but not limited to the provisions of the Federal Fair Labor standards act of 1938, and as amended, Texas Toxic Substance Act, and the Occupational Safety and Health Act as amended.

The Contractor shall comply with the provisions of the District AHERA Management Plan in so far as it pertains to the surveillance, care, cleaning, and reporting of asbestos hazards.

The Contractor will be responsible for participating in Marshall ISD's Energy Management Program. Marshall ISD will provide guidelines and from time to time may expand or alter program (See Item 8: Energy Management)

Quality Control

Contractor is subject to weekly evaluation related to the performance of work. Failure to provide a satisfactory level of work will result in a credit adjustment to Marshall ISD. Marshall ISD reserves the right to determine the credit adjustment.

Contractor must provide evidence of an existing quality assurance program. This should be described in detail in the submittal as part of the proposer's business plan.

Item 7: Employment Eligibility

Every contract employee (or applicant) who will have contact with district students shall have a criminal history search performed and reported prior to being allowed to work on District property. There will be no exceptions.

Criminal history returns often show arrests but fail to report the disposition. Staff limitations prevent the district from contracting each employee to request disposition. The contractor employee (or potential employee) will be reported as ineligible until they provide the District with an official transcript or record of this disposition.

The employee (or applicant) will be cleared or reported as eligible for work under this contract after the contractor provides the District with the official record or disposition showing that the employee/applicant was found not guilty or that the charges were dismissed.

Contractor, employee, or applicant who have active warrants for their arrest charging them with any criminal violation, who have charges pending on any criminal violation, or who have been convicted, placed on probation, or deferred adjudication for the following offenses are not eligible to work on Marshall Independent School District property (or school functions otherwise included under this contract).

1. Any offense against a child
2. Any sex offense
3. Any felony
4. Misdemeanor possession of a controlled substance within 10 years of date of application
5. Any weapon offense
6. Theft, larceny, fraud issuance of a bad check, theft by check above the class C misdemeanor level or more than one offense at the class C level
7. Alcohol offenses, including DWI, that in the aggregate equal 2 or more or 2 when they occur within one year of each other. One DWI will not disqualify an applicant from consideration except that they may not be considered for a position that involves the operation of district vehicles or the transportation of students or staff.
8. Forgery
9. Altering an Official Document
10. Perjury
11. Securing executing of a document by deception

The District may in its sole discretion deem an employee ineligible as a result of offenses not listed above if the District determines that such an action is in the best interest of the District. Determinations of ineligibility shall not be made on any basis which would violate any law prohibiting discrimination on the basis of ethnicity, race, creed, color, gender, age or religion.

Item 8: Energy Management

As much as 40 percent of a building's energy load is controlled solely by the fingers of the Occupants – on light switches. As a result, you have a big responsibility in the area of Energy Management. Below, you will find a list of energy saving suggestions which can mean money saved.

BEFORE SCHOOL

- When arriving in the morning, turn on **ONLY** enough lights to do your early morning duties.
- Do not turn on lights in the classrooms or office area. Teachers and Administrators can do this as they arrive.
- Cafeteria and Gym lights should be turned off until shortly before school begins.
- All security lights should be turned off as soon as you arrive in the morning. (This is for those schools having security lights not on a timer)
- All outside lights should be turned off during daylight hours.

DURING SCHOOL:

- Cafeteria lights should be turned OFF during the day **WHEN NOT NEEDED**, and should be turned off as soon as possible following the last lunch period.
- As you walk through the building during the day, please turn off lights in unoccupied areas (except for metal halide lights).
- Turn off your storage/mechanical room lights when the rooms are not in use.

AFTER SCHOOL:

- Clean the Gym(s) first (if not in use) and turn off the lights.
- All lighting in unoccupied areas should be turned off as soon as students and teachers leave school.
- **BEFORE** you begin to clean **PLEASE** turn off all lights in your area of cleaning responsibility.
- As you clean, turn on lights **ONLY** in the specific area in which you are working.
- After cleaning the room, turn off the lights **BEFORE** going to the next area to be cleaned.
- Please be sure **ALL** lights are turned off before you leave for the night.
- You are **VERY** important to the success of Marshall ISD's energy management program. It is not our intention to create more work for you, but only to make you aware of some of the ways you can help. Your help will be greatly appreciated. No doubt, many of these suggestions are already being done which only proves what a good job many of you are doing in the area of energy management.

Item 9: Insurance and Bonding Requirements

All proposers submitting proposals for this work shall comply with the following requirements. Proposals which do not comply with these requirements shall not be considered.

Bonding Requirements

Each Individual proposal package submitted must be accompanied by Proposal Security made payable to Marshall ISD in an amount of five percent (5%) of the proposal price (for proposal bond purposes, the proposal price shall include the proposal, plus all alternates; however, the Contract price shall be as awarded by Marshall Independent School District). Proposal Bond may be in the form of a Cashier’s Check or a Proposal Bond, duly executed by the proposer as principal and having as surety thereon, a corporate surety company duly authorized and admitted to do business in the State of Texas and licenses by the State of Texas to issue such bond, as a guarantee that the proposer will enter into a Contract, and execute required contract within fifteen (15) days of Marshall Independent School District award of Contract.

Each proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.

Proposer must demonstrate to Marshall ISD that he can secure required bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue such bond.

Insurance Requirements

The Contractor shall maintain at all times during the performance of the services under this contract, insurance through companies and agencies approved by Marshall ISD, in the amounts, and containing provisions satisfactory to Marshall ISD. The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Marshall ISD requires that contractor’s insurance be placed only with companies that have achieved at least and “A” rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. The District also reserves the right to require proof of insurance compliance related to General Liability and Workers Compensation. Marshall ISD must be named as certificate holder. Marshall ISD must be named as an additional insured. The Certificate of Insurance shall provide that the insurance company may not cancel or materially alter the insurance until after (30) days written notice has been received by Marshall ISD’s representative.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Worker’s Compensation	Statutory
2. Employer’s Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee

- | | |
|---------------------------------|--|
| 3. Commercial General Liability | \$1,000,000 combined single limit policy
Aggregate
\$500,000 combined single limit each occurrence |
|---------------------------------|--|

(Hired/non-owned coverage must also be included)

- | | |
|----------------------------|--|
| 4. Business Auto Liability | \$1,000,000 combined single limit each
Occurrence |
| 5. Special Coverage | \$25,000 Per Occurrence – Lost Key
\$150,000 Per Occurrence – Extended
Property Damage Care, Custody & Control
\$100,000 Sub-Limit – Jobsite Pollution
\$1,000,000 Employee Benefits Liability |

The immunity of the owner shall not be a defense from the insurance carrier. The selected proposer will be required to supply an insurance certificate naming Marshall ISD as an additional insured prior to the start of the project. ALL PROPOSERS MUST FURNISH CERTIFICATE OF INSURANCE WITH THEIR PROPOSAL OR THE PROPOSAL WILL NOT BE CONSIDERED. ONLY THE SELECTED PROPOSER IS REQUIRED TO NAME MARSHALL ISD AS ADDITIONAL INSURED.

Item 10: Indemnification

Successful proposer shall defend, indemnify and hold harmless Owner and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, person, or property arising out of the award of the contract or on account of any negligent act or fault of the successful proposer, or of any agent, employee subcontractor or supplier in the execution of, or performance under, any Contract which may result from the proposal shall pay any judgment costs which may be obtained against Marshall ISD growing out of such injury or damages.

Item 11: Contractor Costs Responsibilities

Contractor Costs include, but are not limited to the following:

- All wages, salaries, benefits and training
- Social Security taxes, state and federal unemployment taxes, general liability and umbrella insurance premiums, worker’s compensation insurance premiums, and medical and hospitalization insurance premiums if applicable.
- Janitorial supplies, paper towels, toilet paper, hand soap, hand sanitizer, plastic liners for trash & recycle containers.

- Laundering and treating custodial supplies.
- Uniforms for Contractor's employees
- Payroll preparation and all other accounting functions
- Contractor's corporate overhead costs including support staff, office and warehouse storage, vehicles, radios, cellular phones and pagers
- Snow and ice removal (both labor and approved de-icer) from entry and sidewalks as specified
- Litter removal from perimeter of building to street curb.

Item 12: Marshall ISD Responsibility

The District's costs include, but are not limited to the following:

- Providing suitable storage in each location for supplies and equipment.
- Trash removal from compactors and dumpsters.
- No overtime or any other form of reimbursement payment shall be made unless specifically authorized in writing by Marshall ISD.

Item 13: Duration/Termination of Contract

This Contract shall be for a period of one (1) year (2018-2019 school year), two (2) years (2018-2020 school years), or three (3) years (2018-2021 school years) commencing at 12:01 AM on the day after the current contract expires. Anything to the contrary contained herein or in any other document relating to these proposal specifications notwithstanding, Marshall ISD retains the continuing right to terminate this Contract at the expiration of each budget period of one year (September thru August) during the terms of this Contract if the financial resources of Marshall ISD are insufficient to meet the financial liabilities of the Contract. Please refer to paragraph 1.15 in the Instructions to Proposers)

Termination for Default

Marshall ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the interest of the school district in the event of breach or default of this contract.

Marshall ISD reserves the right to terminate the contract immediately in the event the successful proposer:

- Fails to meet specified schedules.
- Fails to perform in accordance with these specifications.
- Engages in unacceptable conduct by representative personnel.
- For any non-performance deemed unacceptable by Marshall ISD

Item 14: Changes

Marshall ISD may authorize changes in the scope of the services, issue additional instruction, require additional services or direct the omission of services previously agreed upon. The Contractor shall not under any circumstances proceed with any change involving an additional charge without prior written authorization from Marshall ISD in accordance with the terms of this contract.

Item 15: Inspection/Quality Control

Contractor is subject to weekly inspections and evaluations by Marshall ISD representatives and Contractor is required to furnish evidence of completion, within one week, of all punch list items resulting from inspections. Failure to correct deficiencies or to provide a level of service satisfactory to Marshall ISD will result in a credit adjustment to Marshall ISD. Marshall ISD reserves the right to determine the credit adjustments.

Item 16: Qualification of Proposers

Each Contractor shall submit for consideration such record of work and further evidence as may be required by Marshall ISD regarding experience, financial standing and assurance that they have, or will promptly provide, suitable expertise, personnel, supplies and adequate inventories to satisfactorily complete the work specified. The qualification data shall include, but not be limited to, the following:

- Contractor must be licensed to do business in the State of Texas.
- Contractor must be successfully operating a “full service” custodial / janitorial program for an independent school district(s) (kindergarten through 12th grade) Marshall ISD will consider any and all proposals.
- Marshall ISD reserves the right to award the contract to the Contractor which can affirmatively demonstrate its ability to provide the required services as described herein in the most efficient and/or effective manner. Marshall ISD reserves the right to contact any or all references. Marshall ISD further reserves the right to visit any or all references to enable Marshall ISD to fairly analyze the Contractor’s services. Marshall ISD reserves the right to accept or reject any or all proposals.
- Contractor further states that its authorized representative has personally toured the designated facilities and fully understands the scope of work. Failure to tour the facilities will result in proposal not being considered.
- Contractor must inspect sites through scheduled meetings with a representative from Marshall ISD. Campus sites must be visited without any interruptions to anyone in the schools. All questions are to be answered by the Director of Facilities of Marshall ISD. A list of all facilities (Section C) is attached with the approximate square footage per site.

Item 17: Payment Increases

District agrees to pay Contractor the monthly Proposal price as adjusted each year based upon the following formula:

The payment for the service within this proposal will extend over the contract period with payments invoiced every month. Each invoice amount will be determined by the amount of square feet serviced during that invoice period.

Adjusted square footages shall be provided by the District.

District agrees to pay Contractor for other special cleaning services and/or work order requests according to the unit pricing submitted as part of this proposal, upon written approval by the District's Authorized Representative. This list might include, but is not limited to:

- Construction clean up
- Renovation/Remodel clean up
- Stadium clean up
- Emergency clean up (Plumbing water leaks, etc.)
- Window clean up above 8 feet
- Furniture moving

Increase in Minimum Wage: commencing with a second Annual Period and continuing for each succeeding Annual Period thereafter, in the event of an increase in the Federal Minimum Wage, the Contract Price shall be increased on an annual basis by the actual amount of the resultant increase in labor cost to Contractor related to not only wages, but FICA, FUTA, General Liability and Workers Compensation. Only these costs may be passed through to the District. Marshall ISD reserves the right to review any all documents, calculations, and justifications associated with proposed pass through costs for increases in Minimum Wage.

Item 18: Calendar

Contractor may use a commercial calendar program or one designed for its purposes with any reasonable format provided the following information is available:

1. Each calendar day shall have a sheet and be clearly marked with the day and date.
2. A section for Events or Appointments shall list in a readable manner:
 - The time of the event
 - The school or facility
 - The location within the school or facility
 - The name of the function or entity
 - Any specific instructions or requests
3. It is recommended that this daily information be further divided into the Contractor's supervisory zones or clusters with each zone or cluster listed on a separate sheet.

4. The sample calendar is presented as a guide for the information requested.

E) District Calendars

260

July 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



2018 – 2019 Academic Calendar

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18+	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15+	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Grading Periods:

First Semester (Student Days-78; Teacher-Days-92):

- 1st Six Weeks: August 27-October 5
- 2nd Six Weeks: October 8-November 9
- 3rd Six Weeks: November 12-December 21

Second Semester (Student Days 93; Teacher Days-95):

- 4th Six Weeks: January 8-February 22
- 5th Six Weeks: February 25-April 18
- 6th Six Weeks: April 23-May 30

Key:

- New Teacher Orientation (Aug. 8-10)
- Staff and Student Holiday
- Early Release/Parent Conferences+
- Staff Development//Teacher Work Day*
- First and Last Day of the Six Weeks
- State Testing (IDC & STAAR)

*Students Do Not Attend on Staff Development/Teacher Work Days

F) Instructions to Proposers

This specification is to obtain a proposed price for representative facilities in each category. The prices listed in the proposal will serve as the Contractor's cost to Marshall ISD for servicing any facility within that category.

It should be noted that Marshall ISD reserves the right to utilize a Contractor's service for any or all of the facilities included in the proposal. Addition of facilities to the contractor services during the course of the contract period will be at the unit cost submitted for the specific category.

1. General

1.1 RECEIPT AND OPENING OF PROPOSALS

A. Marshall Independent School District (hereinafter referred to as the "District" or "Marshall ISD") is Requesting Proposals for Custodial Services.

B. SUBMISSION OF PROPOSALS: Sealed PROPOSALS shall be submitted to:

MARSHALL INDEPENDENT SCHOOL DISTRICT
Attn: Kristin Byrd
Business Office
1305 East Pinecrest Dr.
MARSHALL, TEXAS 75670

**PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE:
2:00 p.m. on Wednesday, October 31, 2018.**

**ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH "MARSHALL ISD
CUSTODIAL SERVICES RFP 19-001"**

C. LATE PROPOSALS: Marshall ISD is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Marshall Independent School District's Business Office shall be the official time of receipt.

D. PROPOSAL OPENING: Proposals will be opened and (unless obviously non-responsive) read aloud publicly. The following information will be read and recorded at the opening:

1. Name of Respondent

E. LOCATION OF PROPOSAL OPENING: PROPOSALS will be publicly opened on dates and at times indicated previously. Proposal openings will be at the following location:

Marshall Independent School District
Lecture Hall
1305 East Pinecrest Dr.
Marshall, Texas 75670

- F. NO oral, telegraphic, telephonic, electronic mail or facsimile transmitted proposal(s) will be considered.

1.11 Pre-Proposal Conference

A PRE-PROPOSAL CONFERENCE FOR MARSHALL ISD CUSTODIAL SERVICES, will be held by Marshall ISD at the following date, time and location.

Date: Wednesday, October 17, 2018
Time: 1:00 p.m.
Location: Lecture Hall, 1305 East Pinecrest, Marshall, TX 75670

All PROPOSERS desiring to submit Proposals for the work are encouraged to have a representative at the PRE-PROPOSAL CONFERENCE.

Any questions relative to further understanding of the needs of Marshall ISD or explanations of any points in this proposal will be addressed during this meeting.

It is the contractor's responsibility to acquaint themselves with the various facilities and grounds and ask any questions during the meeting.

1.12 Site Visit

It is recommended that each proposer inspect all sites through one or two scheduled meetings with a representative from the Auxiliary Services Department. Visitors to campuses or administrative areas must be escorted by a District employee. All questions are to be answered by the Department of Auxiliary Services or Business Office. A list of all properties is attached with the approximate square footage per site.

1.2 PROPOSERS ARE REMINDED THAT VERBAL RESPONSES ARE NOT BINDING – ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADENDA WILL BE BINDING AND WILL BE MADE PART OF THE PROPOSAL DOCUMENTS.

1.3 METHOD OF PROPOSAL

- A. Proposal Documents: Complete sets of Proposal Documents must be used in preparing Proposals; the DISTRICT does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- B. ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Marshall ISD.
- C. CONFLICT OF INTEREST: No public official shall have personal interest in this proposal or any resulting contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, and Subtitled C. Chapter 171.

- D. INDEMNIFICATION: Successful proposer shall defend, indemnify and save harmless Marshall ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of the award of the contract or on account of any negligent act or fault of the successful proposer or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal and shall pay any judgment costs which may be obtained against Marshall ISD and Architect growing out of such injury or damages.
- E. PROPOSAL COMPLIANCE: Proposal must comply with all Federal, State, County and local laws.
- F. See Proposal form for specific requirements regarding proposals and cost breakdown.

1.4 PREPARATION OF PROPOSAL

- A. Submit Proposal(s) on forms furnished herein without alteration.
- B. All submittals must be made/ printed in ink or typewritten. If revised prior to opening, proposer must sign and date the changes.
- C. Make Proposal in name of principal and if co-partnership, give names of all parties.
- D. Give proposer's complete address.
- E. If Proposal(s) are submitted by an agent, they must provide satisfactory evidence of agency authority.
- F. Fill in all proposal prices in both words and figures.
- G. Submit Proposal in sealed envelope.
- H. Indicate on the outside of the envelope, name of proposer, proposer's address and name and number of project for which proposal is submitted.
- I. If forwarded by mail, enclose sealed envelope containing Proposal in another envelope addressed as indicated.

1.5 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1. Proposer may, without prejudice to himself, withdraw Proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.

2. After opening, no Proposal may be withdrawn for period indicated.
3. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the signer of the proposal, guaranteeing authenticity.

1.6 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON_RESPONSIVE and may be rejected for following reasons unless otherwise provided by law:
 1. If form furnished is not used or is altered.
 2. If there are unauthorized additions, conditional proposals or irregularities of any kind which may tend to make Proposal incomplete, indefinite, or ambiguous.
 3. If proposer adds any provisions reserving right to accept or reject any award, or to enter into Contract pursuant to an award.
- B. Marshall ISD reserves right to reject any or all Proposals and to waive irregularities or Informalities as may be deemed in Marshall ISD's interest.

1.7 INTERPRETATIONS

- A. If there is doubt as to the true meaning or intent of the Proposal Documents, Proposer must submit a written request for interpretation, directed to:

Kristin Byrd
Assistant Superintendent for Business and Financial Services
Marshall Independent School District
Business Office
P.O. Box 43
Marshall, Texas 75671-0043
Fax: 903-927-1834
Email: byrdk@marshallisd.com

- B. Proposer submitting request is responsible for its prompt and actual delivery.
- C. Requests for interpretations on the MARSHALL ISD CUSTODIAL SERVICES bid must be received on or before seven (7) days prior to October 31, 2018.
- D. All interpretations or clarifications considered necessary by Marshall ISD, in response to proposer's request, will be issued by written Addenda.
- E. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.

- F. Marshall ISD is not responsible for any other explanation or interpretation anyone presumes to make.
- G. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in the Marshall Independent School District.
- H. Addenda will be mailed or delivered to all that are known to have been issued a set of the Proposal Documents. Addenda will be posted to the District Web Page. You may obtain the addenda from our internet/web site address at www.marshallisd.com by choosing Custodial Services RFP 19-001 from the menu on the left of the home page. *It is your responsibility to obtain any addenda that pertains to this proposal.*
- I. Proposers shall acknowledge receipt of all Addenda.
- J. Failure to receive such Addenda does not relieve proposer from any obligation under his Proposal as submitted.
- K. All formal written Addenda become a part of the Proposal Documents.

1.8 BASE PROPOSALS, UNIT PRICES AND ALTERNATES

- A. General: Proposal must include base proposals and all alternates (if any).
- B. Absence of any entry will be assumed to indicate zero price or time change.
- C. To the extent the Proposal Specifications requires a description of unit prices or a description of alternates, such unit prices and/or alternates shall be set forth on the Proposal and in accordance with such requirement.

1.9 METHOD OF AWARD

- A. Criteria: Per Section 44.031, (b) of the Education Code, in determining to whom to award a contract a district may consider:
 - i. Purchase price;
 - ii. Reputation of the vendor and of the vendor's goods or services;
 - iii. Quality of the vendor's goods or services;
 - iv. Extent to which the goods or services meet the District's needs;
 - v. Vendor's past relationship with the District
 - vi. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
 - vii. Total long-term cost to the District to acquire the vendor's goods or services; and
 - viii. Any other relevant factor listed in the request for bids or proposals.

It is the responsibility of each proposer to provide all information necessary to evaluate the proposal under the named criteria.

- B.** Weighting of Criteria: Evaluative criteria will have the following weights assigned to rank proposals: Cost – 20 points, Quality of Services – 30 points, Reputation – 20 points, and Best Meets the District’s Needs – 30 points. Using these criteria and weights District Committees will evaluate and rank proposals to determine the offer that presents the best value to the District. Per Section 44,039, (g) of the Education Code, “In determining best value for the District, the District is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.”
- C.** Per Section 44,043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:
 - i. May not consider whether a vendor is a member of or has another relationship with any organizations; and
 - ii. Shall ensure that its bid specifications do not deny or diminish the right of a person to work because of the person’s membership or other relationship status with respect to any organization.
- D.** This proposal shall be awarded in the best interest of Marshall ISD to the vendor(s) that supplies the best value to the District. The District reserves the right to accept or reject any and all bids and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what in our opinion is most advantageous to Marshall ISD.
- E.** Minimum Standards for Responsible Proposers: Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:
 - i. Have adequate financial resources;
 - ii. Be able to comply with the required or proposed schedules;
 - iii. Have a satisfactory record of performance;
 - iv. Have a satisfactory record of integrity and ethics; and
 - v. Be to otherwise qualified and eligible to receive an award.
- F.** In addition to requirements of the Proposal Documents, Marshall ISD may require additional information to establish responsibility of proposer. If requested, proposer must submit all data to Marshall ISD. Marshall ISD may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted in the Proposal Documents or prior to the award of Contract.
- G.** Marshall ISD may conduct such investigations as Marshall ISD deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of proposer, proposed subcontractors, suppliers and other persons

and organizations to perform and furnish the Work in accordance with the Proposal documents to Marshall ISD's satisfaction within the prescribed time.

- H. If the Contract is to be awarded, it will be awarded to the best-qualified proposer whose evaluation, by Marshall ISD, indicates to be in the best interests of the District.
- I. Evaluation of Alternates – Any and/or all/none of the alternates may be considered in evaluation. Marshall ISD may award Contract on base proposal plus any and/or all/none of the alternates.
- J. Unbalanced Proposal – If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The Marshall ISD reserves the right to evaluate and determine the next qualified Proposal for consideration of award.
- K. Marshall ISD anticipates award within ninety (90) days after proposal opening.
- L. Contract – This Proposal, when properly accepted by the Marshall ISD, shall constitute a Contract equally binding between the successful proposer and the Marshall ISD. No different or additional terms will become part of this Contract with the exception of any Addenda's.

1.10 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by proposer and will be treated as confidential by Marshall ISD to the extent allowable by the Open Records Act.

1.11 ASSIGNMENT

A successful proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Marshall ISD.

1.12 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Harrison County, Texas.

1.13 CHANGES

From time to time, Marshall ISD may authorize changes in the scope of the services, issue additional instruction, require additional services or direct the omission of services previously agreed upon. The Contractor shall not under any circumstances proceed with any change involving an additional charge without prior written authorization from Marshall ISD in accordance with the terms of this contract.

- 1.14** This is a request for proposal process. The use of this purchasing method allows for negotiation of scope and value of this contract. The District may request additional information, conduct interview, or collect any other information deemed necessary to fairly evaluate this proposal.
- 1.15** The District, as a governmental entity, may not be held liable for non-funding of a contract caused through no fault of its own. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Vendor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.

1.16 Reservation

This proposal does not commit Marshall ISD to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

1.17 Termination for Default

Marshall ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the school district in the event of breach or default of this contract. Marshall ISD reserves the right to terminate the contract immediately in the event the successful bidder:

- 1) Fails to meet specified schedules;
- 2) Fails to perform in accordance with these specifications;
- 3) Engages in unacceptable conduct by representative personnel; or
- 4) For any non-performance deemed unacceptable by Marshall ISD.

Breach of contract or default authorizes the school district to award this bid to the next low bidder. Any increase in cost and handling will be charged to the defaulting successful bidder.

- 1.18** Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of 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 enemy, 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 having 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.

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.

- 1.19** Interpretation Parole Evidence: This writing 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 agreement. 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 agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement 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 agreement, the definition contained in the code is to control.
- 1.20** Applicable Law: 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.
- 1.21** Advertising: Seller shall not advertise or publish, without Buyer'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.
- 1.22** 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 that 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.

G) Submittal Format

Specific Instructions:

- All Submittals are to be securely bound preferably in a three ring binder.
- Please provide an original (marked original) and four copies.
- Documents shall be submitted in a sealed envelope with the title and proposal number clearly visible prior to the date and time listed on the coverage page of this document.
- Please organize information in the sequence as indicated below.

Section I – Letter of Introduction

Include a one-page document that describes your firm, your firm's ability to perform this project as specified, and relate how your firm has performed similar services for other school districts or governmental agencies. This description should include the value and scope of the services provided. On a second page provide a list of at least three currently available references. References from school districts similar in size to Marshall ISD are preferred. Include name of entity, contact name, phone number, the scope of services provided, and the length of the contract.

Section II – Business Plan

Provide a written narrative that describes your company's plan for providing services described in this specification. Provide suggestions for improving custodial services to Marshall ISD. Include estimated job tasks, a schedule of services, and copies of billing documents that your firm currently uses.

Section III – List of Equipment

list of equipment, currently owned by your company, which will be dedicated to the performance of this project. Include an inventory of the equipment that you estimate you will have to purchase to meet the needs of this Project. This list should include the approximate age of the currently owned equipment.

Section IV – Personnel

- Provide an organization chart of your staff that includes administrative, supervisory, and work teams.
- Provide a description of your employee selection process and your training programs
- Identify any current employees who you propose to utilize to perform this work and describe the nature of their involvement in the previous similar contacts.

Section V – Value Added Services

Please list any additional services or values that you offer with this proposal.

Section VI – Acceptance

State your acceptance of terms and conditions listed in this specification. If your firm has exceptions, they must be submitted with the proposal submittal.

Section VII – Costs

All unit prices, except non-school related functions per hour, and performance bond alternates, for school campuses shall be computed based upon the stated gross square footage LESS 10% established by Marshall ISD. All support area pricing will be based on the gross square footage less the non-cleanable areas (i.e. warehouse spaces). Any work specified outside and around the facility will be included in the cost of interior square feet per month. The specifications require the Contractor to maintain clean, safe, orderly campuses.

Use the Proposal form that is provided with this document to list your prices.

Section VIII – Required Documents

Attachments

- A. Proposal Form**
- B. Felony Conviction Notice**
- C. Non-Collusion Affidavit**
- D. Budget & Staffing Worksheet**
- E. Sample Inspection Report**
- F. Sample Calendar**
- G. Financials for Previous 3 years**
- H. Questionnaire**
- I. Historically Underutilized Business**
- J. House Bill 89 Verification**
- K. Proposal Security**
- L. Certificate of Insurance**

Attachment A: Proposal Form

Note: This proposal form must be used for your proposal to be considered. Attachments can be made to this form, but this form must be completed. (Failure to do so may result in disqualification)

CATEGORY	PRICE PER INTERIOR SQUARE FOOT PER MONTH
1. Lil Mav Academy	\$
2. Elementary Schools	\$
3. Jr. High School	\$
4. High School	\$
5. Administration Support	\$
	<u>Price per hour</u>
6. Non Related School Functions	
7. Cost for Performance Bond	
8. Unit Pricing	
a. New Construction clean-up per hour	
b. Stadium clean up per hour	
c. Emergency clean up per hour (plumbing water leaks, etc.)	
d. Exterior windows cleaning below eight feet, per hour	
e. Exterior windows cleaning above eight feet per hour.	
CATEGORY	PRICE PER HOUR
f. Extensive Furniture moving per hour	
g. High dusting per hour -	
h. Pressure washing per hour	

Attachment B: Felony Conviction Notice

MARSHALL ISD

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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 school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction of a felony.

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 and to the best of my knowledge.

VENDOR'S NAME: _____

(Authorized Company Official's Name - please print)

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

(Signature of Authorized Company Official)

- b. My firm is not owned nor operated by anyone who has been convicted of a felony.

(Signature of Authorized Company Official)

- c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s)

Details of Conviction(s):

(Signature of Authorized Company Official)

Attachment C: Non-Collusion Affidavit

**MARSHALL INDEPENDENT SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT**

STATE OF _____

COUNTY OF _____

_____, 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 proposal has not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any District employee, Board Trustee, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between proposers and any District employee, Board Trustee, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

(Signature)

Title of Above Signature

Subscribed and sworn to before me this _____ **day of** _____ **2018**

(Notary Public)

STATE OF _____

My Commission Expires: _____

Attachment D: Budget and Staffing Worksheet

Description of Guaranteed Staffing Hours					2018-2019		2019-2020		2020-2021		2021-2022		2022-2023	
Positions	FTE's	Daily Hours	Days Per Year	Annual Hours	Hourly Rate	Annual Labor \$	Hourly Rate	Annual Labor \$	Hourly Rate	Annual Labor \$	Hourly Rate	Annual Labor \$	Hourly Rate	Annual Labor \$
Manager						\$ -		\$ -		\$ -		\$ -		\$ -
Assistant Manager - Days						\$ -		\$ -		\$ -		\$ -		\$ -
Assistant Manager - Nights						\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor - Days						\$ -		\$ -		\$ -		\$ -		\$ -
Supervisor - Nights						\$ -		\$ -		\$ -		\$ -		\$ -
Admin Assistant						\$ -		\$ -		\$ -		\$ -		\$ -
Lead - Day Custodians						\$ -		\$ -		\$ -		\$ -		\$ -
Day Custodians						\$ -		\$ -		\$ -		\$ -		\$ -
Lead Night Custodians						\$ -		\$ -		\$ -		\$ -		\$ -
Lead Floor Tech						\$ -		\$ -		\$ -		\$ -		\$ -
Floor Tech						\$ -		\$ -		\$ -		\$ -		\$ -
Night Custodians						\$ -		\$ -		\$ -		\$ -		\$ -
						\$ -		\$ -		\$ -		\$ -		\$ -
Total						\$ -		\$ -		\$ -		\$ -		\$ -

Notes:

1)
2)
3)
4)
5)

Employee Benefits	Percentage	Total Salary	Total Benefits YR1
Federal Unemployment	6.000%		\$ -
State Unemployment	7.000%		\$ -
Social Security	3.400%		\$ -
Workers Comp	1.235%		\$ -
Retirement Program	5.000%		\$ -
Medical/Dental Insurance	0.120%		\$ -
Employee Benefits Total			\$ -

Supplies	Total
Cleaning Supplies	
Small Equipment	
Consumables (Paper, Liners, Soap, Air Fresheners, Hand Sanitizers, Toilet Set Covers)	
Supplies Total	\$ -

Equipment	Total
Repair Cost	
Equipment Depreciation	
Equipment Totals	\$ -

Other Cost	Total
Other Totals	\$ -

Payment/Performance Bonds	Total
Janitorial Bond	
General Liability Insurance	
Insurance/Bonds Totals	\$ -

Operational Cost		\$ -
Management Fee and Profit	9.00%	\$ -
Total Proposed Contract Price YR 1		\$ -

Cost to Add additional Square Footage for New Facilities and	Per Cleanable Square Ft	Per Hour Rate
Elementary		
Middle School		
High School		
Other (Explain)		
Other (Explain)		

Attachment E: Sample Inspection Report

Please insert as an example a recent inspection report for a district comparable to Marshall ISD.

Attachment F: Sample Calendar

Please insert a sample calendar as noted in D) Scope of Work, Item 4: Contractor Staffing. The calendar should be for a district comparable to Marshall ISD and should reflect spring, winter and fall time periods.

Attachment G: Financial History

Proposers are required to submit copies of their independently audited financial statements for each of the previous three fiscal years. The statements must be included with the proposal submittal. It is required that the auditing verification letter(s) from the independent accounting entity responsible for each year's audit be included with the three financial statements.

Attachment H: Questionnaire

1. Please state the number of years your firm has been in business.
2. What is the total number of active accounts your firm has?
3. What is the total number of employees in your organization working in a full time custodial/janitorial service?
4. List all accounts involving a full custodial/janitorial service held within the past five years inclusive of company names, facility address, contact persons and telephone numbers, size of facility and dates of service.
5. List any lawsuits and litigation that the Contractor is or has been involved in during the last five (5) years.
6. List all accounts lost in the past five (5) years and reasons for termination.
7. How many employees will you have to acquire to meet the requirements of the contract?
8. What efforts will your firm make to hire people from the Marshall area?
9. Explain your methods of attracting qualified employees. Describe the sources from which you expect to obtain employees.
10. Marshall ISD has set minimum staffing requirements for each location. If you feel additional staff is necessary, please explain.
11. How will your company respond to absenteeism? What procedure will you have in place to guarantee coverages at buildings in the morning at 7:15 a.m. and for the evening shift? Explain in detail.
12. List the additional support staff you will commit to Marshall ISD operations. Explain.
13. Explain the procedures you will follow in handling complaints from principals, and contact personnel related to school.
14. Explain your training program and describe how you will implement it for Marshall ISD schools.
15. Describe in detail your company's procedures and policy for preventing theft and damage. If contractor's employees are responsible for theft how will your company make restitution?
16. Employees are not allowed to bring family members and friends to the work place. Explain your policy for enforcing this code.
17. Describe your policy regarding the transfer of employees, including supervisors, leads, and general custodians.

18. Explain your quality control program and how you will implement it for each campus in the District
19. Explain in detail your security check program to insure Marshall ISD that employees working under your directions have satisfied security requirements?
20. Marshall ISD will not provide office or warehouse space to the contractor. How will you address this in order to provide the district with the necessary response time? How will you address the storage of paper goods and supplies?
21. What is your procedure for bodily fluid cleanup? How will your employees be trained related to blood borne pathogen procedures?
22. Describe your procedure to handle emergency problems during the weekend.
23. Explain your procedure to cover 24 hours / 7 days a week.
24. Will Marshall ISD receive a discount or credit for invoices paid by a designated dates of each month? If yes, what percentage discount and what date of the month would the payment be expected?
25. Will you provide the Principal or designated administrator a schedule including break and mealtime for each custodian?
26. List the square footage your custodian can and will be expected to clean daily at each of the following levels:
 - a. Elementary
 - b. Jr. High School
 - c. High School
 - d. Early Childhood
 - e. Little Mav Academy
 - f. Support Buildings
27. Explain your plan to help Marshall ISD be more energy efficient. Also state how you will direct individual custodians to carry out this plan.

Attachment I: Historically Under Utilized Business

The Marshall Independent School District is committed to assure that small, women-owned and minority business have knowledge of, and access and equal opportunity to compete for goods and services required by the District. The District supports the development and enhancement of small, women-owned, and minority businesses through outreach programs that will allow them to participate. Nothing shall be construed to authorize or require expenditures of funds for goods or services apart from normal and statutory purchasing processes.

The awarded Proposer will be required to document a "Good Faith Effort" to secure small, women-owned, and minority businesses as subcontractors/sub-consultants. A report detailing the participation of these businesses will be submitted as part of Project closeout.

The "Good Faith Effort" outlined below is for use by the District to help the District determine whether a "Good Faith Effort" was made by the vendor.

"Good Faith Effort" will be defined as:

1. Attendance at the pre-bid/pre-proposal conference, if any.
2. Efforts to follow up initial solicitation of interest by contacting small, woman-owned, and minority businesses to determine with certainty whether these businesses are interested.
3. Efforts made to identify portions of the work that can be performed by small, woman-owned, and minority businesses in order to increase participation. If possible this should include the breakdown of subcontracts into economically feasible units to facilitate participation.
4. Document each small, women-owned, and minority business contacted indicating the inclusion or decision regarding inclusion and the reason for the decision.
5. Efforts that demonstrate that the contractor effectively used the services of available organizations, contractor's groups, local, state and federal small, women-owned, and minority business assistance offices and other organizations that provide assistance and placement of small, women-owned, and minority businesses.

REQUIREMENTS FOR ALL PROPOSERS/BIDDERS:

Each firm responding to this request is required to submit with the bid / proposal form information regarding small, women owned and minority business participation in this project.

NOTE: The Marshall Independent School District will not allow misrepresentation for the purpose of evasion of this policy by certifying to any of the above statements. The district recognizes certifications issued by the North Texas Regional Certification Agency (NCTRCA), the State of Texas Historically Underutilized Business (HUB) and the Small Business Administration (SBA). Other certifications may be considered on an individual basis.

SMALL / MINORITY / BWBE IDENTIFICATION

Minority Business Enterprise (MBE) – The offer or bidder represents that it is () is not () a minority owned business.

Certification #: _____

Woman Business Enterprise (WBE) – The offer or bidder represents that it is () is not () a woman owned business.

Certification #: _____

Small Business Enterprise (SBE) – The offer or bidder represents that it is () Is not () a small business.

Certification #: _____

(Name of Company)

(Date)

(Signature)

(Title)

Attachment J: House Bill 89 Verification

I, _____, the undersigned representative of
_____ Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named

Company, business or individual with the Marshall Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Attachment K: Proposal Security

Include required Proposal Security made payable to Marshall ISD in an amount of five percent (5%) of the proposal price. See Scope of Work – Item 11

Attachment L: Certificate of Insurance

Attach the required certificate of insurance.