

<b>03</b>	Approve award of Janitorial contract for 2022-2023 school year to PBS
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**\$4.58M**

# Bid Tabulation

## International Leadership of Texas

Campus	Sq Ft	OPTION A:			OPTION B:		
		Monthly Day and Night Consumables Included	Sq Ft Rate	Annual	Monthly Day and Night Consumables Additional	Sq Ft Rate	Annual
Garland HS	75,711	\$ 16,580.00	0.219	\$ 198,960.00	\$ 14,975.00	0.198	\$ 179,700.00
Garland ES/MS	92,012	\$ 18,615.00	0.202	\$ 223,380.00	\$ 17,000.00	0.185	\$ 204,000.00
Keller ES/MS	93,003	\$ 18,710.00	0.201	\$ 224,520.00	\$ 17,100.00	0.184	\$ 205,200.00
North Richland Hills ES/MS	111,822	\$ 21,585.00	0.193	\$ 259,020.00	\$ 19,595.00	0.175	\$ 235,140.00
Arlington-Grand Prairie HS	89,183	\$ 18,650.00	0.209	\$ 223,800.00	\$ 17,050.00	0.191	\$ 204,600.00
Grand Prairie ES/MS	92,481	\$ 18,395.00	0.199	\$ 220,740.00	\$ 17,240.00	0.186	\$ 206,880.00
Arlington ES/MS	89,990	\$ 18,110.00	0.201	\$ 217,320.00	\$ 16,495.00	0.183	\$ 197,940.00
Katy ES	92,481	\$ 18,700.00	0.202	\$ 224,400.00	\$ 17,100.00	0.185	\$ 205,200.00
Westpark ES/MS	92,481	\$ 18,495.00	0.200	\$ 221,940.00	\$ 16,885.00	0.183	\$ 202,620.00
Katy/Westpark HS	87,621	\$ 18,125.00	0.207	\$ 217,500.00	\$ 16,525.00	0.189	\$ 198,300.00
Windmill Lakes ES/MS	94,000	\$ 19,985.00	0.213	\$ 239,820.00	\$ 18,385.00	0.196	\$ 220,620.00
Windmil Lakes Orem HS	107,729	\$ 20,750.00	0.193	\$ 249,000.00	\$ 18,750.00	0.174	\$ 225,000.00
Keller-Saginaw HS	87,621	\$ 20,135.00	0.230	\$ 241,620.00	\$ 18,535.00	0.212	\$ 222,420.00
Saginaw ES/MS	94,411	\$ 20,485.00	0.217	\$ 245,820.00	\$ 18,880.00	0.200	\$ 226,560.00
East Fort Worth ES/MS	94,000	\$ 18,925.00	0.201	\$ 227,100.00	\$ 17,325.00	0.184	\$ 207,900.00
Houston Orem ES/MS	94,931	\$ 19,050.00	0.201	\$ 228,600.00	\$ 17,445.00	0.184	\$ 209,340.00
College Station ES/MS	94,500	\$ 19,365.00	0.205	\$ 232,380.00	\$ 17,755.00	0.188	\$ 213,060.00
Aggieland HS	29,581	\$ 9,995.00	0.338	\$ 119,940.00	\$ 9,000.00	0.304	\$ 108,000.00
Lancaster/Desoto HS	20,000	\$ 9,365.00	0.468	\$ 112,380.00	\$ 8,365.00	0.418	\$ 100,380.00
Lancaster ES/MS	94,407	\$ 18,800.00	0.199	\$ 225,600.00	\$ 17,195.00	0.182	\$ 206,340.00
BG Ramirez ES/MS	94,000	\$ 19,365.00	0.206	\$ 232,380.00	\$ 17,755.00	0.189	\$ 213,060.00
<b>TOTAL</b>	<b>1,821,965</b>	<b>\$ 382,185.00</b>	<b>0.210</b>	<b>\$ 4,586,220.00</b>	<b>\$ 349,355.00</b>	<b>0.192</b>	<b>\$ 4,192,260.00</b>

Option A - Consumable products include paper towels(restroom/breakroom), toilet paper, hand soap, hand sanitizer, wax paper liners, all can liners.

Option B - Consumables would be purchased as-needed, and rebilled at cost-plus 5% each month

**Frank**

Vendor	Price 0-30	Reputation 0-10	Quality of vendors goods and services 0-10	Meet Districts needs 0-20	Past Relationship With ILTexas 0-10	Other Factors 0-20	Total
<i>PBS</i>	28	9	9	19	9	18	<b>92</b>
<i>Janiking</i>	29	3	3	3	2	2	<b>42</b>
<i>AHI</i>	29	8	8	18	0	18	<b>81</b>
<i>RAS</i>	18	6	6	15	0	10	<b>55</b>
<i>Faulk</i>	29	8	8	18	0	18	<b>81</b>
<i>Best</i>	25	8	7	15	0	15	<b>70</b>
<i>Ambasador</i>	30	8	9	19	0	18	<b>84</b>
<i>JDM</i>	18	7	7	7	0	15	<b>54</b>
<i>Atalian</i>	18	7	7	8	0	16	<b>56</b>
<i>Jengo</i>	16	8	8	17	0	17	<b>66</b>
<i>Service first</i>	29	7	7	15	0	15	<b>73</b>

**Dave**

Vendor	Price 0-30	Reputation 0-10	Quality of vendors goods and services 0-10	Meet Districts needs 0-20	Past Relationship With ILTexas 0-10	Other Factors 0-20	Total
<i>PBS</i>	28	8.5	9	18.5	9	18	<b>91</b>
<i>Janiking</i>	29	2	3	4	2	5	<b>45</b>
<i>AHI</i>	29	7.5	8.5	17	0	18	<b>80</b>
<i>RAS</i>	18	7	7	16	0	17	<b>65</b>
<i>Faulk</i>	29	8	7.5	15	0	17	<b>76.5</b>
<i>Best</i>	25	8	6	13	0	15	<b>67</b>
<i>Ambasador</i>	30	9	7	15	0	17	<b>78</b>
<i>JDM</i>	18	8	7	14	0	16	<b>63</b>
<i>Atalian</i>	18	7	7	13	0	14	<b>59</b>
<i>Jengo</i>	16	5	6	12	0	13	<b>52</b>
<i>Service first</i>	29	7.5	7.5	15	0	15	<b>74</b>

**Keith**

Vendor	Price 0-30	Reputation 0-10	Quality of vendors goods and services 0-10	Meet Districts needs 0-20	Past Relationship With ILTexas 0-10	Other Factors 0-20	Total
PBS	28	9	8	15	9	19	<b>88</b>
Janiking	29	1	2	3	2	3	<b>40</b>
AHI	29	9	8	14	0	18	<b>78</b>
RAS	18	8	7	17	0	17	<b>67</b>
Faulk	29	9	8	18	0	18	<b>82</b>
Best	25	8	8	16	0	14	<b>71</b>
Ambasador	30	8	8	19	0	18	<b>83</b>
JDM	18	7	7	14	0	14	<b>60</b>
Atalian	18	7	7	15	0	15	<b>62</b>
Jengo	16	8	7	14	0	14	<b>59</b>
Service first	29	7	7	15	0	14	<b>72</b>

**Eddie**

Vendor	Price 0-30	Reputation 0-10	Quality of vendors goods and services 0-10	Meet Districts needs 0-20	Past Relationship With ILTexas 0-10	Other Factors 0-20	Total
PBS	28	9	9	19	9	18	<b>92</b>
Janiking	29	8	7	10	7	15	<b>76</b>
AHI	29	9	8	19	0	19	<b>84</b>
RAS	18	6	6	18	0	16	<b>64</b>
Faulk	29	9	9	18	0	18	<b>83</b>
Best	25	7	8	15	0	14	<b>69</b>
Ambasador	30	9	9	20	0	18	<b>86</b>
JDM	18	5	5	15	0	13	<b>56</b>
Atalian	18	5	7	13	0	12	<b>55</b>
Jengo	16	8	5	14	0	13	<b>56</b>
Service first	29	8	5	13	0	13	<b>68</b>

PBS	363
Ambasador	331
AHI	323
Faulk	322.5
Service first	287
Best	277
RAS	251
JDM	233
Jengo	233
Atalian	232
Janiking	203

RFP



INTERNATIONAL LEADERSHIP OF TEXAS



## **REQUEST FOR PROPOSAL**

**RFP Title: JANITORIAL SERVICES**

**RFP Number: 22-0002**

**Due Date:**

**Monday, April 11, 2022**

**@ 2:00 pm**

PREPARED BY:

INTERNATIONAL LEADERSHIP OF TEXAS  
2021 LAKESIDE BLVD.  
RICHARDSON, TEXAS 75082  
PHONE: 214-257-8376 FAX: 972-666-4801



International Leadership of Texas Inc, is a nonprofit corporation duly organized and existing under the laws of the State of Texas and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Company was incorporated on January 4, 2011, and was formed to provide open-enrollment charter schools operating in the State of Texas. Its charter was granted by the State Board of Education on May 26, 2013, is valid until July 31, 2028, and is subject to renewal for additional ten-year periods. ILTexas first began operating charter schools in the 2013-14 school year. ILTexas currently serves approximately 21,000 students within 20 campuses in the DFW, Houston and College Station area.

Texas is a strong economic force in the world and its top three countries of export are Mexico, Canada, and China. China has become the second largest economy, and now, more than ever, it is critical that future generations are prepared for today's internationally connected world. At ILTexas, education is taught from a global perspective, where all students are given the opportunity to learn the English, Spanish, and Chinese languages, and graduate with the necessary tools for future leadership and success in the international world.

The core of the ILTexas education is our exclusive leadership program, which emphasizes servant leadership and teaches students how to live our motto, "Others Before Self." Every year, each grade level carries out a student-led service-learning project. With minimal help from teachers, the students are responsible for the entire process—from brainstorming, research, and choosing an idea to planning, organizing, and executing the service project that gives back to their community.



#### **ILT MISSION STATEMENT**

The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

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**SECTION I**

Sealed proposals will be received by International Leadership of Texas District Headquarters located at 2021 Lakeside Blvd, Richardson, Texas 75082 **on Monday, April 11, 2022 at 2:00 pm** and then publicly opened.

**INSTRUCTIONS TO PROPOSERS**

1. Sealed proposals will be received in accordance with the attached specifications. The sealed envelope containing your proposal should be plainly marked with the RFP title and bid #22-001, opening/due date and time. Proposals will be publicly opened and the name of the respondents read aloud. Prices will not be read nor disclosed in any other manner until award is made at the **April 20<sup>th</sup>, 2022 Board Meeting**. Late proposals WILL NOT be accepted.

**This advertisement is scheduled to run for two weeks on the week of March 14, 2022 and March 21, 2022.**

**Mail or deliver one (1) original and three (3) complete paper copies of proposal package to:**

**International Leadership of Texas  
Attn: Rosie Castillo - Purchasing Coordinator  
2021 Lakeside Blvd.  
Richardson, Texas 75082**

2. You must answer all questions in these forms and provide it to us as your bid.
3. We have the right to reject any part of this bid. If any part of this bid or any contract entered into between ILTexas and bidder is invalid, the remainder, at our option, remains in force and is not affected.
4. All questions regarding this invitation must be submitted in writing (email preferred) to **purchasing@iltexas.org** **Requests for information/interpretation must be received on or before Monday, March 28, 2022**. Only questions answered by formal written addenda will be binding.
5. All Proposers must execute the forms enclosed (or otherwise requested herein) for the proposal to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required herein must be included with the Proposal. Failure to provide complete and accurate information may disqualify the proposer.
6. It is the policy of ILTexas not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
7. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Proposal is released until the award.
8. This proposal is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer is at any time while the proposal is in effect, an employee of any other party to the proposal in any capacity or a consultant to any other party of the proposal with respect to the subject matter of the proposal.

9. Any ILTexas board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public.

However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

10. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

11. All contractors, subcontractors and their employees must submit to ILTexas proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful proposer before any work is performed.

12. Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.

#### CALENDAR OF EVENTS

Target Date	Time	Description of Events
3/14/22 and 3/21/22	2 weeks	Advertise Janitorial Services Notice
3/24/22	5:00 pm	<b>(Potential Vendors)</b> Walk through of Saginaw K-8, immediately following Keller/Saginaw HS
3/28/22	12:00 noon	Request for Information/Interpretation
<b>4/11/22</b>	<b>2:00 pm</b>	<b>Receive Proposals from interested parties</b>
4/20/22	6:30 pm	International Leadership of Texas to award contract
7/1/2022	Estimated	Janitorial Services Begins

**SECTION II****RFP RESPONSE CHECKLIST**

To be considered for award of **this** solicitation, all pages requiring signature (including but not limited to Forms A - R, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS REQUIRED MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

**Mandatory Forms required to be considered for the Award of this solicitation:**

- Completed – RFP Response - Form A
- Completed – Deviation/Compliance Signature – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Criminal Background Check and Felony Conviction Notification – Form D
- Completed – Resident/Non-Resident Certification – Form E
- Completed – Debarment & Suspension Certification - Form F
- Completed – References – Form G
- Completed – Historically Underutilized Business Program (HUB) – form H
- Completed – Model SB9 Contractor Certification – Form I
- Completed – Inter-local Agreement Clause – Form J
- Completed – Certification of Regarding Lobbying – Form K
- Completed – Clean Air and Water Act Compliance – Form L
- Completed – Proposer/Vendor Certification Forms – Form M
- Completed – Record Retention Requirements for Contracts Paid with Federal Funds – Form N
- Completed – SB 252 – Chapter 2252 Certification – Form O
- Completed – House Bill 89 Verification – Form P
- Completed – Conflict of Interest Questionnaire – Form Q
- Completed – W9 – Form R

**FORM A**

**RFP RESPONSE FORM**

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **all** sections of this RFP.

SUBMITTED BY:

Firm: \_\_\_\_\_  
(OFFICIAL Firm Name)

**MUST BE SIGNED IN INK TO BE  
CONSIDERED RESPONSIVE**

By: \_\_\_\_\_  
(Original Signature)

Name \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_  
(Type or Printed Title)

\_\_\_\_\_  
(Date)

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

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer Identification #: \_\_\_\_\_

**NOTE: Submit copy of Proposer's  
current W-9 Form**

I hereby acknowledge receipt of the following addenda ***(if applicable)*** which have been issued and incorporated into the RFP Document. *(Please initial in ink beside each addenda received.)*

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

**FORM B**

**DEVIATION/COMPLIANCE SIGNATURE FORM**

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

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

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

If the undersigned Proposer intends to deviate from Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

No Deviation

Yes Deviations

<b><i>Signature of Proposer</i></b>	<b><i>Date Signed</i></b>

If yes is checked, please list below. Attach additional sheet(s) if needed.

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**FORM C**

**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.”

Firm Name:

\_\_\_\_\_

City/State/Zip:

\_\_\_\_\_

Telephone #:

Fax #:

\_\_\_\_\_

Bidder Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Position/Title:

Date Signed:

\_\_\_\_\_

Signature of Company Official Authorizing RFP:

\_\_\_\_\_

Name of Company Official: ***(Please type/print)***

\_\_\_\_\_

Official Position:

Date Signed:

\_\_\_\_\_

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.



**FORM D**

**CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

**(a) CRIMINAL BACKGROUND CHECK**

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the ILTEXAS before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from ILTEXAS’s property or other location where students are regularly present. ILTEXAS shall be the final decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

**(b) 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 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.” The district must compensate the person or business entity for services performed before the termination of the contract.

**THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

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

Firm’s Name: \_\_\_\_\_

Authorized Company Official’s Name: \_\_\_\_\_  
*(please print clearly or type)*

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM D - CONTINUED**

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 Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

***NOTE: Name and signature of company official should be the same as on the affidavit (Form C)***

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the International Leadership of Texas pursuant to this RFP on any and all International Leadership of Texas campuses or facilities. Vendor will not assign individuals to provide services at a International Leadership of Texas campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the International Leadership of Texas Purchasing Department.

**FORM E**

**RESIDENT/NONRESIDENT CERTIFICATION**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that \_\_\_\_\_ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: \_\_\_\_\_

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



I certify that \_\_\_\_\_ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: \_\_\_\_\_

Signature: \_\_\_\_\_

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

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes \_\_\_\_\_ No \_\_\_\_\_

**FORM F**

**DEBARMENT AND SUSPENSION CERTIFICATION**

This certification is required by the Federal Regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

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

\*\*\*\*\*

Name of Organization/Firm: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM G**

**REFERENCES**

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_

**FORM H**

**HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM  
COMPLIANCE GUIDELINES & FORMS**

This Form should be completed and signed by the Prime Vendor/Contractor.

- It is the intent of the ILTEXAS HUB Program to identify and track true sub-contracting/outsourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
- These forms must be attached to any procurement documents submitted to the ILTEXAS and are due at the time of bid/proposal opening.

**AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

- I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
- I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. All questions must be submitted in writing via e-mail and received seven (7) calendar days prior to the opening date. *No verbal responses will be provided.*

Solicitation # (from page 1) :			
Solicitation Title (from page 1) :			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:
Contact Person :		Phone:	Email:
<b>Signature :</b>			

## SUMMARY OF UTILIZATION

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

- A "Historically Underutilized Business" (HUB)...
  - ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
  - ...is an entity with its principal place of business in Texas, and
  - ...has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
  
- A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
  - "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
  - "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans or persons with a disability.
  - "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 person owned by a woman or women.
  
- The Prime Contractor is the vendor that ILTEXAS has awarded a contract to.
  
- A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
  - A prime's supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired, but are for the general operations of the prime contractor.
  - This would be considered a tier three HUB vendor. At the present time, ILTEXAS is not calculating tier three relationships.
  
- HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
  - One concern has been "pass through money" which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.
  - "Pass through money" tends to drive prime prices up and can increase the costs of goods/services.
  - Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
  
- The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
  
- The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.

- The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- Failure to be certified as a HUB does not preclude a firm from participating in the District’s contracting and purchasing activities.
- All District bidders/proposers are required to demonstrate positive and reasonably good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.



PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

**Question 1.** As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

- Yes - Complete section A, questions 2 and 3.
- No - Complete questions 2 and 3.

Section A. Certifying Entity	Certification Number	AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, HI women)	Gender
North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin.  (If you are not HUB/M/WBE certified, list non-certified.)	(If you are not HUB/M/WBE certified, list not applicable “N/A”)	Ethnicity	

**Question 2.** Will you use subcontractors as a part of this solicitation?

- Yes – Go to question 3.
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (By answering “No”, complete sections D and E.)

**Question 3.** Is your subcontractor a HUB/M/WBE?

- Yes - Complete Sections B, D and E.
- No - Complete Sections B, C, D and E.

*HUB Evaluation  
Points / Percentage Matrix*

Is the Prime a HUB? Yes  Is the Sub a HUB? Yes  ● 10 points or 10 %	Is the Prime a HUB? No  Is the Sub a HUB? Yes  ● 7 points or 7 %
Is the Prime a HUB? Yes  Is the Sub a HUB? No  ● 4 points or 4 %	Is the Prime a HUB? No  Is the Sub a HUB? No  ● 0 points or 0 %

**Section B.**  
 Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime’s HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals. Use additional sheets if necessary.)

Subcontractor/ Supplier Name	Contact Person & Phone Number	Certification Agency	Certification #	Ethnicity/ Gender	Service / Supplies to be provided	Estimated Amount	% Of Total Bid
Totals							

**Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)**

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

**Section D. Past Performance with the ILTEXAS HUB Program**  
 List HUB/M/WBE subcontractors that were utilized on previous International Leadership of Texas projects.

ILTEXAS Bid # or Inter-local Agreement Information	Name of Project	HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner	HUB/M/WBE Contact Person & Phone Number	Amount or % of Bid

Section E. Mentor Protégé or Joint Venture

	Yes	No
1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.)	<input type="checkbox"/>	<input type="checkbox"/>

**FORM I**

**Model SB 9 Contractor Certification Form  
Criminal History Record Information Review of Certain Contract Employees**

**Introduction:** Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

**Definitions:**

*Covered employees:* Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ ("Name of Contractor"), I  
First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_ Zip: \_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Certify that [check one]:

[  ] None of Contractor’s employees are *covered employees*, as defined above.

Or

[  ] Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM J**

**INTERLOCAL AGREEMENT CLAUSE**

Several governmental entities around International Leadership of Texas have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with International Leadership of Texas will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than International Leadership of Texas will be billed directly to that government entity and paid by that government entity. International Leadership of Texas will not be responsible for another governmental entity’s debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FORM K**

**Certification of Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewable, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Reporting Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name / Address of Organization

\_\_\_\_\_  
Name / Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM L**

**Clean Air and Water Act Compliance**

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Name of Company \_\_\_\_\_

Address of Company \_\_\_\_\_

Title of Submitting Official \_\_\_\_\_

Signature \_\_\_\_\_



**FORM M**

**PROPOSER/VENDOR CERTIFICATION FORMS**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by International Leadership of Texas for any contract resulting from this procurement process.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended, International Leadership of Texas reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended, International Leadership of Texas reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. International Leadership of Texas also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if International Leadership of Texas believes, in its sole discretion that it is in the best interest of International Leadership of Texas to do so. The vendor will be compensated for work performed and accepted and goods accepted by International Leadership of Texas as of the termination date if the contract is terminated for convenience of International Leadership of Texas. Any award under this procurement process is not exclusive and International Leadership of Texas reserves the right to purchase goods and services from other vendors when it is in the best interest of International Leadership of Texas to do so.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by International Leadership of Texas on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by International Leadership of Texas, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by International Leadership of Texas, the vendor certifies that during the term of an award for all contracts by International Leadership of Texas resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(E) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by International Leadership of Texas, the vendor certifies that during the term of an award for all contracts by International Leadership of Texas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

**(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by International Leadership of Texas, the vendor certifies that during the term of an award for all contracts by International Leadership of Texas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by International Leadership of Texas, the vendor certifies that during the term of an award for all contracts by International Leadership of Texas resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended International Leadership of Texas, the vendor certifies that during the term and after the awarded term of an award for all contracts by International Leadership of Texas resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**FORM N**

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by International Leadership of Texas for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by International Leadership of Texas for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its responses to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ (If yes, insert the initials of Authorized Representative of vendor.)

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.**

Vendor’s Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

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

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM O**

**SB 252 - CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the International Leadership of Texas Purchasing Department.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

**FORM P**

**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 Fort Worth 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

**FORM Q**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date





### SECTION III - RFP REQUIREMENTS AND CONDITIONS

In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the vendor and the International Leadership of Texas. By submitting a RFP, each Proposer agrees to waive any claim it has or may have against the International Leadership of Texas arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. **The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xxx). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond other subsequent proposal.**

#### 1. WITHDRAWING RFP

RFPs submitted to International Leadership of Texas (hereinafter called "ILTEXAS" or "District") can be withdrawn, upon written request, prior to the time set for opening RFPs. A RFP may not be withdrawn after the RFPs have been opened, and the Proposer, by submitting a RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by Proposer or his/her authorized agent.

#### 2. CONSIDERATION OF RFP

**RFPs must be signed, sealed and delivered to the International Leadership of Texas, located on 2021 Lakeside Blvd, Richardson, TX 75082, on or before RFP due date and time. Unsigned, unsealed or late RFPs will not be considered.** After RFPs are opened and publicly read aloud, the RFPs will be tabulated for comparison on the basis of the evaluation criteria in Section V. The International Leadership of Texas Board of Trustees reserves the right to reject any or all RFPs, to waive technicalities, and to re-advertise for new RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of RFPs and will be tabulated as "net."

RFPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late RFPs and will hold documents for pick-up for five (5) business days following late RFP notification. **All late RFPs which are not picked up by the Proposer within five business days will be discarded.**

#### 3. AWARD CRITERIA (See Section V – RFP Evaluation Criteria)

The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.

Regardless of the award of RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

#### **4. IRREGULAR RFP**

RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

#### **5. REJECTION OF RFP**

The District reserves the right to reject any or all RFPs, and all RFPs submitted are subject to this reservation. RFPs may be rejected, among other reasons, for any of the following specific reasons:

- A. RFP received after the time limit for receiving bids as stated in the advertisement.
- B. RFP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient RFP guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

#### **6. DISQUALIFICATION OF PROPOSERS**

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

- A. Reason for believing collusion exists among the Proposers.
- B. Reasonable grounds for believing that any Proposer is interested in more than one RFP for the work contemplated.
- C. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

#### **7. CONFIDENTIAL OR PROPRIETARY MARKINGS**

Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

#### **8. NEW MATERIALS**

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of

current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

#### **9. BRAND NAME OR SUITABLE SUBSTITUTE**

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the RFPs and are determined by the District to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered or service performed which is not as the successful Proposer has purported it to be in its submitting of this RFP, said Proposer will be required to correct any deficiencies without additional cost to the District.

#### **10. SAMPLES**

Samples and/or product specification documents may be required for items, as specified in Section VII - Special Terms & Conditions/Proposal Specifications. Product specification documents (as required in Section VII - Special Terms & Conditions/Proposals Specifications) shall be submitted with the RFP, properly referenced and clearly marked so as to indicate related RFP item. Samples, when requested on Section VI, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, RFP number, and item number on the RFP. **DO NOT ENCLOSE IN OR ATTACH RFP TO SAMPLE.** ILTEXAS assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the RFP (not stated on Section VII – Special Terms & Conditions/Proposals Specifications) ILTexas reserves the right to request samples and/or product specification documents for any merchandise submitted for RFP before final selections are made. Samples and/or product specifications requested after RFP opening must be received within five (5) calendar days after request.

## SECTION IV – GENERAL TERMS AND CONDITIONS

### 1. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **No payments shall be made on invoices not listing an ILTEXAS Purchase Order number.**

Invoices will be paid upon completion of delivery and acceptance **30 days from receiving invoice**. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Email your invoice(s) to **accountspayable@iltexas.org**. Please include the following items on your invoice document:

- Company Name/Name of Contact, Purchase Order Number, Remit Address, Detailed on items/or services rendered, Invoice Number, Invoice Date, Total Amount Due

It is preferred that you email your invoices; however, if you do not have this capability, you may mail your invoice to the following address:

International Leadership of Texas  
ATTN: Accounts Payable  
2021 Lakeside Blvd.  
Richardson, TX 75082

### 2. TAX EXEMPT STATUS

The International Leadership of Texas is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP PRICES.** Excise Tax Exemption Certificate will be furnished upon request. ILTexas Federal ID Number is **27-4549127**.

### 3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

### 4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of

this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

## 5. ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the written consent of the International Leadership of Texas. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

## 6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever ILTEXAS, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after ILTEXAS delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and ILTexas shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, ILTEXAS shall have no liability to Vendor for lost or anticipated profit resulting there from.

The ILTexas can terminate any resulting award for this RFP with thirty (30) calendar days' notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the ILTexas to terminate this RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFP. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

## 7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions.

## 8. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of International Leadership of Texas with a view toward securing a RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

## 9. JURISDICTION

The Purchase Order(s) resulting from this RFP shall be enforceable in Dallas County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas County, Texas.

## 10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

## 11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

## 12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this RFP shall be delivered F.O.B Destination ILTexas, from point of assembly to the District location(s) specified on each purchase order. **RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within ILTexas, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.
- C. Deliveries will be made only upon authorization of the ILTexas, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:
  - All purchases made by the District will be made via ILTexas purchase order.
  - Do not provide goods/services absent a bona fide, signed purchase order.

- Do not provide goods/services exceeding the quantities contained on the purchase order.
  - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the ILTexas purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

### 13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt



of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

- I. Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

#### **14. WARRANTY INFORMATION**

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

#### **15. INDEMNIFICATION AND HOLD HARMLESS**

The vendor shall defend, indemnify, and hold harmless International Leadership of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.

#### **16. PRICE INCREASES**

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the consumer price index (CPI) in the Dallas/Fort Worth and/or Houston area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

#### **17. INTER-LOCAL AGREEMENTS**

ILTexas reserves the right to purchase the goods and/or services in this RFP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.

**18. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions)**

**IF REQUIRED** (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII – Special Terms & Conditions/Bid Specifications. The successful Proposer will submit the following Certificates of Insurance naming the International Leadership of Texas, as Certificate Holder; ILTexas will be named additional insured on General Liability Certificates. Certificates may be faxed to ILTexas at 972-666-4801. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFP.**

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Worker’s Compensation	<p>Statutory – The Vendor shall provide and maintain Worker’s Compensation and Employer’s Liability Insurance with a limit of not less than:</p> <p style="text-align: right;">Each Accident                 \$100,000</p> <p style="text-align: right;">Disease-Policy Limit         \$500,000</p> <p style="text-align: right;">Disease-Each Employee     \$100,000</p> <p>The Vendor shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Contractor.</p>
2. General Liability	<p>The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including “Products and Completed Operations” coverage with a limit not less than:</p> <p style="text-align: right;">General Aggregate            \$1,000,000</p> <p style="text-align: right;">Each Occurrence              \$1,000,000</p> <p style="text-align: right;">Products-Comp Ops            \$1,000,000</p>
3. Auto Liability Insurance	<p>The Vendor shall provide and maintain during the life of this RFP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.</p>

**19. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions)**

**IF REQUIRED** (and stated on Section VII), RFPs shall be accompanied by either an **original** cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent (5%) of the total maximum RFP price payable without recourse to the International Leadership of Texas, or an **original** bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.

**20. PAYMENT BOND (See Section VII - Special Terms & Conditions)**

**IF REQUIRED** (and stated on Section VII), for projects in excess of \$25,000, an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

**21. PERFORMANCE BOND (See Section VII - Special Terms & Conditions)**

**IF REQUIRED** (and stated on Section VII), for projects in excess of \$100,000, BOTH an **original** performance bond and an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

**22. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**SECTION V – REQUEST FOR PROPOSALS EVALUATION CRITERIA**

In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be considered to determine the best value for the District.

	<b>Factors</b>	<b>Possible Points or Weighted Averages</b>
1.	purchase price/discount	30
2.	the reputation of the vendor or of the vendor’s goods or services	10
3.	the quality of the vendor’s goods or services	10
4.	the extent to which the goods or services meet the District’s needs	20
5.	the vendor’s past relationship with the District	10
6.	the total long-term cost to the District to acquire the vendor’s goods or services	10
7.	any other relevant factor as specified in the special Terms and conditions of this request for proposals	10
Total		100

**SECTION VI - PERIOD OF PERFORMANCE**

The Term of this Agreement shall be for three **(3) years** with the option to extend for up to **two (2) additional years** in one-year increments. All purchase orders dated and issued within these dates will be subject to the terms and conditions of this proposal. ILTexas has the option to extend this RFP 22-0002 at the end of the performance period for up to 120 days if determined to be in the best interest of the district to ensure availability of products and/or services. All purchase orders dated and issued will be subject to the terms and conditions of this RFP. **Do not provide any goods or services without a bona-fide purchase order signed by Chief Financial Officer (CFO).**

## **SECTION VII – SPECIAL TERMS AND CONDITIONS**

### **Specifications for Services**

#### **General**

International Leadership of Texas is accepting RFP's (Request for Proposals) for Janitorial Services. As there are multiple categories, multiple vendors will be awarded in order that discounts may be obtained in each category. Items will be purchased on an as-needed basis.

#### **Special Terms and Conditions**

##### **Contract**

The proposal document, addenda and any negotiated documents, returned and awarded by ILTexas shall constitute the contract. The contract will be put into effect by means of executed purchase order(s) after proposals have been awarded.

##### **Proposal Evaluation**

ILTexas reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities for the best interest of the School District.

##### **Contractor Selection**

If awarded, the contract shall be based on the School District's evaluation criteria of price, product conformity, references and compliance with the proposal requirements. A responsive proposer shall have submitted a complete sealed proposal packet within the stated timeline and in accordance with the proposal specifications. A responsible proposer shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

##### **Cancellation**

The School District shall not pay for services or supplies that are deemed by ILTEXAS to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The School District reserves the right to cancel the contract, without cause, upon thirty (30) days' written notice.

##### **References**

Vendors must provide at least three (3) references for which they have performed similar services within the past twenty-four (24) months. Two (2) of the references shall be school districts serviced. The references should be of like size and nature as ILTexas. The references shall include the name of the company/district, contact person, phone number, fax number and e-mail address, length of time work has been performed, types of tasks performed and service provided. See attached reference sheet.

##### **Delivery**

If delivery is available and requested, materials shall be shipped FOB (Free on board) Destination to the "Ship To" address designated on the purchase order. Title to the material shall pass to ILTEXAS upon receipt by the School District. Delivery shall be made as soon as possible after receipt of order, or as noted on purchase order. Payment shall be made by the District after satisfactory delivery.

**Quality of Material**

Any item that does not perform or meet tests as specified by the seller shall be replaced by the contractor at no cost to the District.

**Sole Source Providers**

Proposers offering items that are exclusively theirs, and which are not marketed through any other vendor or distributor should complete the Sole Source Affidavit. This affidavit must be notarized and can be submitted with your proposal document RFP 22-0002.

**Suitability for Intended Use**

All chemicals must be certified lead free, non-toxic and will require a MSD (Material Safety Data) sheet (chemicals defined as paints, lacquers, thinners, caulks, fillers, etc.). This documentation must be provided at time of purchase, before payment is approved. All other supply items should be comparable in quality and intended use. Suitability for intended use: (paints, pastes, inks, chemicals, markers, etc.) MSD sheet should clearly indicate item number.

**LOCATIONS (on next page)**

## LOCATION DETAILS

Campus	Address	Acres	Square Ft	Student Capacity	# of Porters
Garland ES/MS	3301 N Shiloh Road Garland, TX, 75044	13.17	92,012.00	1416	3
Garland HS	4413 N Shiloh Road Garland, TX 75044	14.2	75,771.00	800	3
Arlington ES/MS	4950 S. Bowen Arlington, TX 76017	40.81	89,990.00	1416	3
Keller ES/MS	2301 Heritage Trace Parkway Ft Worth, TX 76177	13.358	93,003.00	1416	3
Arlington- Grand Prairie HS	2851 Ragland Road, Grand Prairie, TX 75052	23.7	89,183.00	800	3
Keller-Saginaw HS	10537 NW Highway 287, Fort Worth, TX 76131	13.982	87,621.00	1200	3
Grand Prairie ES/MS	3501 Great Southwest Parkway, Grand Prairie, TX 75052	14.15	92,481.00	1416	3
North Richland Hills ES/MS	4131 Rufe Snow Drive, North Richland Hills, TX 76180	12.847	111,822.00	1416	3
Katy ES	24406 Franz Road, Katy, TX 77493	14.2	92,481.00	1416	3
Westpark ES/MS	15300 Bellaire Boulevard, Houston, TX 77083	14.76	92,481.00	1416	3
Katy-Westpark HS	20055 Beechnut Street, Richmond, TX 77407	21.3	87,621.00	1200	3
Lancaster ES/MS	1900 W Pleasant Run Road, Lancaster, TX 75146	11.68	94,407.00	1416	3
East Fort Worth ES/MS	5901 Boca Raton Boulevard, Fort Worth, TX 76112		94,000.00	1416	3
Saginaw EM/MS	500 Old Decatur Road N, Saginaw, TX 76179	11.9	94,411.00	1416	3
Windmill Lakes ES/MS	9898 Windmill Lakes Boulevard, Houston, TX 77075		94,000.00	1416	3
Houston Orem ES/MS	5445 E Orem Drive, Houston, TX 77048	14.5	94,931.00	1416	3
College Station ES/MS	3610 Longmire Dr., College Station, TX 77845	14.52	94,500.00	1416	3
Windmill Lakes Orem HS	9901 Windmill Lakes Blvd Houston, TX 77075	18.499	107,279.00	800	3
Aggieland HS	2611 S Texas Ave College Station TX 77840		29,581.00	400	2
BG Ramirez ES/MS	4114 Road 5200, Cleveland, TX 77327		94,000.00	1416	3
Lancaster/Desoto HS	901 N Polk Street, Suite 101, Desoto, TX 75115		20,000.00	380	2

**Some locations are subject to change due to construction of upcoming schools**

Evening cleaning does not require number of porters as listed for day cleaning on the chart above.

**When needed, additional porters will be required from 10:00 am to 2:00 pm for High Tech Covid Cleaning**

## SECTION VIII – CLEANING PROCEDURES

### Introduction

These guidelines are provided as standards for ILTexas' expectations for cleaning services. It is the responsibility of the Contractor to ensure that these procedures are followed. The Contractor may modify the order in which each procedure is performed to maximize efficiency but may not do so if it compromises cleanliness (such as sweeping the floor and then dusting instead of the other way around). The Contractor will create and maintain a log of which areas were cleaned at what time and by which employee(s). The contractor Shall provide, to its employees, training from all Chemical and Equipment company Representatives listed in this document. Proof of training shall be provided for each employee within 1 month of hire start date.

### Building Information

- 1/3<sup>rd</sup> of the campus is carpet
- 1/3 of the campus is polished concrete
- 3,000 sq. feet of VCT
- 1/3 is sports courts and turf
- Aggieland HS is LVT
- Lancaster/Desoto HS is VCT (mopping will be necessary, no waxing)

### Equipment Request

**New Equipment** will be used at the beginning of the new contract to fulfill all cleaning procedures stated on this RFP.

## A. CHEMICALS

1. This section should be used to identify which chemicals should be used for daily and non-routine cleaning.
2. The use of bleach, Fabuloso®, Pine-Sol®, and other household cleaning chemicals by the Contractor are prohibited without prior-written permission from the ILTexas Facilities Executive Director.
3. It shall be The Contractors responsibility to provide all required training for proper handling techniques and SDS to comply with all applicable labor and safety laws.
4. There will be 2 options for chemicals given, EnvirOx and 3M. If another system is deemed better by Contractor, it shall be approved by ILTexas Director before approved.
5. For the purpose of all procedures in this manual as it relates to chemical usage, when you see EnvirOx® listed as chemical used in procedure, it should be substituted if option 2 or other ILTexas approved chemical is agreed upon.

### EnvirOx® Required Use (Option 1)

1. Contractor will provide EnvirOx® H2Orange2 Concentrate 117 or H2Orange2 Hyper-Concentrate 112 sanitize/virucide cleaner, at Contractor's expense, to properly execute the tasks listed in this document. No substitutions will be accepted when the EnvirOx® is appropriate for the application.
2. EnvirOx® H2Orange2 should be dispensed into designated, color coded spray bottles. No other chemicals should be used in EnvirOx® H2Orange2 spray bottles. Spray bottles purchased by Contractor should be labeled with their company name or initials.



3. The EnvirOx® H2Orange2 117 dispenser dispenses two different levels of concentration. Green and Red. Green is a lower concentration but retains the disinfecting properties required for use in this scope of work. Red is used in instances where more disinfecting or more cleaning action is required.
4. The EnvirOx® H2Orange2 112 dispenser dispenses at more than 2 levels of concentration. Reference the EnvirOx® website for further directions on application.
5. Annex III – EnvirOx® H2Orange2 Use Wall Charts is a collection of diagrams and instructions provided by EnvirOx®. The Contractor will adhere to the use levels indicated on the chart.
  - a. It shall be The Contractor’s responsibility to obtain further information from the manufacturer, EnvirOx®.
6. At no point should the Contractor pour EnvirOx® straight into a mop bucket or attempt to dilute the chemical manually.

### Other Chemicals

1. The Contractor may use the following additional chemicals.
  - a. Stainless Steel Cleaner – Submit for approval
  - b. Carpet Spotter – Submit for approval
  - c. Glass Cleaner – Submit for approval
  - d. Enzyme Bathroom Cleaner- Submit for approval
  - e. Spray Buffing Compound – This product must be compatible with 3M stone care.
  - f. Scrub and Recoat Cleaner – This product must be compatible with 3M stone care.
  - g. EnvirOx® Critical Care™ disinfectant-fungicide-virucide
  - h. NCL® Natural Miracle™ Biologically Engineered Instant Malodor Destroyer and Cleaner
  - i. Kaivac, Inc. KaiBlooney™ Restroom Cleaner or Hillyard C3 chemicals – may only be used in proper dilution with Kaivac or Hillyard cleaning equipment
2. All chemicals listed above as “submit for approval” will require submission to the Executive Director of Facilities for approval before these chemicals may be used.

### B. CROSS CONTAMINATION PREVENTION PROGRAM

In an effort to prevent cross contamination of heavily soiled areas with less soiled common areas, the Contractor will be required to adhere to a cross contamination prevention program (CCPP). The CCPP takes steps to properly identify mops, mop buckets, and rags for use in specified areas only. It is unrealistic to clean schools to pharmaceutical standards and completely eliminate cross-contamination. However, the CCPP is used to mitigate and minimize the possibility of cross contamination. The following colors are used to identify equipment. The CCPP may vary slightly from campus to campus.

- **Red**
  - Mop bucket – for use in restrooms or for biohazard clean-up only.
  - Rags – for use for cleaning toilets, urinals and walls/partitions where there may be splash back.
- **Blue**
  - Mop buckets – for use in common area cleaning such as gyms, stairs, hallways, dining areas. Not for use in restrooms
  - Rags – Windows and mirrors only

- **Yellow**
  - Mop buckets – typically for waxing operations only. For campuses that do not already have blue mop buckets, yellow mop buckets can be used instead. A separate bucket should be used for waxing operations if this is the case.
  - Rags – use for wax cleanup of floors, baseboards and doors.
- **Green**
  - Rags – used for table surfaces (desktops, tables), counters and general disinfecting.

Mop buckets and mop handles may be marked with spray paint or labeling in lieu of purchasing new equipment.

### C. GLASS CLEANING PROCEDURES

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#### Spot Cleaning Procedures

1. Use a microfiber cloth in accordance with the cross-contamination procedures (blue) or a paper towel and green EnvirOx®.
2. Remove tape or stubborn stains on glass.
3. Clean around campus work or decorations taking care not to disturb it.
4. Spray green EnvirOx® directly on to glass if overspray is not likely. Spray green EnvirOx® directly to microfiber cloth if overspray is likely (such as a narrow window on a door).
5. Wipe glass in a figure 8 motion overlapping from side to side until glass is clean. Wipe the perimeter of the glass as a final motion. Switch cloth to a clean portion to do a final wipe if the glass is still hazy. Switch to a clean cloth if necessary.
6. Clean all glass up to 7' from the ground.
7. Clean any glass that has a “hazy” or “foggy” look regardless of how long it has been cleaned last.
8. For classrooms, all glass should be spot cleaned
9. For entry vestibules, both the inside and outside glass should be cleaned.
10. Receptionist glass should be cleaned, inside and out, in its entirety.

#### Deep Cleaning Procedures

11. Use a microfiber cloth in accordance with the cross-contamination procedures and green EnvirOx®.
12. Remove tape on glass. Remove adhesive from glass by soaking a portion of a cloth in green EnvirOx® and rubbing the glass. Do not use a razor on the glass.
13. Clean off any decorations or markings on the glass.
14. Spray green EnvirOx® directly on to glass if overspray is not likely. Spray green EnvirOx® directly to microfiber cloth if overspray is likely (such as a narrow window on a door).
15. Wipe glass in a figure 8 motion overlapping from side to side until glass is clean. Wipe the perimeter of the glass as a final motion. Switch cloth to a clean portion to do a final wipe if the glass is still hazy. Switch to a clean cloth if necessary.
16. Using the same cloth, clean the edges of the glass and glazing paying special attention to the corners and bottom edge where dirt or dust may accumulate.
17. Clean all window ledges and hollow metal frames to ensure there is no dust or dirt buildup. Move and replace items on window ledges, if necessary, to clean underneath them.

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**D. FLOOR SWEEPING AND DUST MOPPING PROCEDURES**

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1. Prep the area to be cleaned by picking up large trash from area such as boxes, large wrappers or large paper. Move light objects or objects on wheels such as trash cans or chairs.
2. Place chairs on top of tables or desks, seat down. Do not place chairs on top of tables where the chair feet touch the desk/table tops unless they will be disinfected with green EnvirOx® after they are put back on the floor.
3. The area should have already been dusted as appropriate.
4. Using a stiffer bristled small broom, sweep out dust and debris from corners and edges of the area to be cleaned. This will allow the dust mop to capture that dust later. Sweep the tops of the baseboards or cove base.
5. Ensure you use a clean dust mop.
6. Walk behind the dust mop as you perform the cleaning. Walk from the perimeter of the room/area towards the inside while keeping about a 6” overlap between each pass.
7. Attempt to channel the dirt/debris towards the outside of the room or to a central location of a hallway or large area.
8. Periodically shake off dust mop when you return to the central location where you are collecting dust/dirt.
9. Clean scuff marks with a felt tip (such as a tennis ball on a stick) or by hand using a microfiber cloth and green EnvirOx®.
10. Spot clean spills, sticky areas or heavily soiled areas using a mop and mop bucket. Remove small stickers, gum or other sticky debris from the floor.
11. Sweep up collected debris using a broom and dust pan and place into trash can.
12. Remove any large dust clumps and then perform a final dust mop swipe over the area that was just swept to collect any lingering dust/dirt.
13. Sweep up the collected debris again, if any and place into trash can.
14. 5x a week before auto scrubbing or mopping at night, the dust mop shall have EZTrap or comparable tack cloth to ensure fine dirt is picked up and secured in the cloth.

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**E. FLOOR MOPPING PROCEDURES**

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15. Use a color-coded mop and mop bucket to comply with the CCPP. You may also need an appropriately coded microfiber cloth for heavy soil.
16. The area should have already been dusted as appropriate then dust mopped/swept in accordance with Section D “**Floor Sweeping and Dust Mopping Procedures**”.
17. Fill the mop bucket with the appropriate dilution of EnvirOx® for the application. This is typically using the green EnvirOx® concentration. For restrooms, the red EnvirOx® may be needed. It is more effective to change out mop water more frequently rather than attempting to use a higher concentration of chemical.
18. 2x a week an approved Enzyme chemical shall be used in the restrooms to help with urine, excrement, etc that soaks into the concrete.
19. Remove mats from area being mopped.
20. Place “wet floor” signs at the entrances of the room or the perimeter of the area that is being mopped.
21. Dip the mop in the mop bucket and then wring out the mop head to prevent it from dripping. The mop should be wet but not dripping.
22. In a space, start from the area furthest from the exit and work your way back.

23. Pay particular attention to corners and edges of the room.
24. If possible, start with the edges of a space to prevent buildup in those areas.
25. Move the mop in a figure 8 motion to allow for overlap as you move across an area. Move the mop in a wiping motion rather than a sweeping motion. Using a sweeping motion will fling dirt and debris to the sides instead of capturing it.
26. Dip mop in mop water about every 100 square feet.
27. Change out mop water when it becomes visibly soiled.
28. When finished, empty and rinse the mop bucket into a custodian closet sink only. If debris or mop fibers are trapped on the sink strainer, remove the debris by hand and place it in a trash can. Do not attempt to force flush debris down the drain as this may cause problems with the sewer system.
  - a. Periodically scrub the inside and outside of the mop bucket to keep it clean and remove dirt buildup.
29. Replace mats only after the floor has dried completely. Failing to do so may cause discoloration.
30. Thoroughly rinse the mop with clean water. Wring it a few times in a mop bucket wringer and re-rinse it a few times to allow all of the soil to come out of the mop. If the mop fibers are easily coming apart, it is time to replace the mop head.
31. Hang the mop on a wall hood or mop holder. Ensure that the mop drips into the mop sink. Place the mop bucket under the mop if there is no sink available. Do not lean the mop head against the wall. This may cause mildew or mold on the wall itself.
32. **Replace the mop head at least once a month.**

#### **F. FLOOR SCRUBBER PROCEDURES**

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1. A walk-behind may be used in lieu of mopping large areas. The walk-behind shall be used at a minimum of 3x per week.
2. Follow the manufacturer's instructions on operations compatible with the floor that are to be cleaned.
3. EnvirOx® will be used as the cleaning chemical with floor scrubbers. It is the Contractors responsibility to ensure compatibility with the floor machine being used.
4. 3M Scotch-Brite Clean and Shine pad shall be used every time walk-behind is used. No other pads will be allowed for Auto-scrubbing.

#### **G. VACUUMING RUGS AND CARPETS**

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1. Prep the area to be vacuumed by removing all obstructions from the vacuuming path such as boxes or trash cans. Place chairs on top of tables or move them out of the way as you are vacuuming. Remove any large debris that won't be recovered by the vacuum or may clog the vacuum.
2. To start, it is a good idea to uncoil the power cord behind your vacuum and work forward from that point. This will keep the cord out of your way at all times.
3. Normal carpeting may require up to 3 or 4 passes with an upright model to recover all of the debris located in the carpet fibers. Heavy traffic areas may require up to 7 passes for full recovery. The most efficient recovery will occur when vacuuming against the nap of the carpeting. Overlapping your strokes will definitely increase the recovery of dirt.
4. Use upholstery tools and attachments to vacuum up tight against baseboards and into hard to reach areas.
5. For rugs, sweep under rugs in classrooms and vacuum the back of the rugs underneath.

6. Only empty the vacuum refuse canister in an area where any debris won't get on to other surfaces except the floor. Empty it in a hallway with a hard floor rather than a smaller space such as a classroom. This will allow you to sweep up any debris that may have fallen to the floor. It is also suggested to empty the canister into a larger trash can.
7. Change the filter if disposable or clean it routinely. This will help maximize the efficiency of the vacuum.
8. Replace any furniture or trash cans that were moved out of the way at the beginning of the process.
9. At the end of the vacuuming operations, the vacuum should be wiped with a green microfiber cloth or disposable paper towel damp with green EnvirOx®.

## H. RESTROOMS

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Before entering the restroom, you must have a broom, dust pan, red, green, and blue microfiber towel and a red mop bucket with fresh water. Use required personal protective equipment such as gloves and safety glasses.

1. At the restroom entrance, use a damp green microfiber rag with green EnvirOx® to wipe down the door handle and kick plate
2. Clean the door glass, if any, and any windows to the restroom, if any. Follow glass cleaning procedures as specified in Section C **“Glass Cleaning Procedures,”** Subsection **“Spot Cleaning Procedures.”**
3. Empty wastebasket and feminine napkin receptacles. Replace the wastebasket liners and/or feminine napkin wax paper liners. Ensure the liners are secure on the trash can/receptacle.
4. Enter restroom and spray all mirrors, sinks, and toilet chrome flushing mechanisms with green EnvirOx® to disinfect. Let sit for 5 minutes to allow for kill time.
5. Wipe soap and paper towel dispensers with green EnvirOx®.
6. Wipe hand dryers, if any, with green EnvirOx®. Dust the air intake of the hand dryer. Clean the wall underneath the hand dryer(s) where there may be water marks.
7. During the required sit time for the items sprayed with green EnvirOx®, spray the toilets and urinals with red EnvirOx®. Also spray partition walls or walls which may have overspray from urine. Allow the EnvirOx® to sit for at least 5 minutes. Do not allow it to dry, re-spray if necessary.
8. Clean all mirrors in their entirety in accordance with the procedures specified in C **“Glass Cleaning Procedures,”** Subsection **“Spot Cleaning Procedures.”** Do not only spot clean the mirrors in the restrooms, clean the entire mirror and edges.
9. Using a green microfiber rag, wipe down the sinks and the chrome flushing mechanisms.
10. Clean toilet bowl
  - a. With the toilet seat down, flush the toilet. Use a pail filled with water and dump the water into the toilet. This will cause the toilet to flush but not refill to the normal water level. With the water level lowered, spray the entire inside of the bowl and under the lip of the rim of the toilet with red EnvirOx®. Let the EnvirOx® sit in the bowl while you clean the exterior of the toilet.
  - b. Use the red EnvirOx® spray and red microfiber rag to wipe down the exterior of the toilet. Start at the top and work your way down towards the floor, including thoroughly cleaning/disinfecting the toilet seat. Using a bowl brush, thoroughly scrub the interior of the toilet, including under the flushing rim. Flush toilet.
11. Clean the urinal
  - a. Some urinals have a flush valve key. Insert the key and turn it clockwise until it stops and then push in to flush.
  - b.

- c. Flush urinal to rinse interior surfaces. Remove any urinal screens or blocks, and other foreign materials. Using red EnvirOx<sup>®</sup>, spray a solid stream along the top of the inside flushing edge of the urinal. Allow the solution to run down the inside surface of the urinal. Allow the EnvirOx<sup>®</sup> to sit at least 2 minutes.
  - d. Spray the exterior of the urinal with red EnvirOx<sup>®</sup>. Wipe down the exterior surfaces with a red microfiber towel or disposable paper towel moist with red EnvirOx<sup>®</sup>. Make sure to wipe down pipes and flushing handle as well. Scrub the interior surface of the urinal with a bowl brush, taking care to thoroughly scrub all surfaces.
  - e. Flush urinal and scrub again as needed to allow soil to be fully rinsed out of urinal.
  - f. Replace the urinal screen or block into the bottom of the urinal. Flush the urinal again to rinse the urinal screen or block. If the urinal screen/block is no longer deodorizing, replace the urinal screen/block.
  - g. For waterless urinals spray red cloth with EnvirOx<sup>®</sup> and wipe from outside to inside of the urinal. DO NOT SPRAY EnvirOx<sup>®</sup> DIRECTLY INTO URINAL.
12. Sweep and dust mop floors in accordance with Section **D “Floor Sweeping and Dust Mopping Procedures”**.
  13. Mop floors in accordance with Section **E “Floor Mopping Procedures”**.
  14. Clean up by wiping clean all external surfaces, including walls and base boards that may have caught any overspray. Properly dispose of all rags or paper towels. Rinse out bowl brush and pail. Take off protective gloves and dispose of them or thoroughly wash them. If they are reusable, make sure they are properly labeled for restroom use only to avoid cross-contamination. Remove safety glasses and clean. Wash hands thoroughly and then sanitize.
  15. Sign the restroom log sheet once you have completed the entire process in each of the restrooms. By signing the restroom log sheet, you are acknowledging that everything is clean before you leave.
  16. Kaivac or Hillyard C3 restroom cleaning systems shall be used 3x a week during night time cleaning.

## **I. Classroom Cleaning Procedures**

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### **Daily Cleaning**

1. Before entering the classroom, first wipe down the door handle and front window with green EnvirOx<sup>®</sup> to disinfect. The cloth or towel should be sprayed instead of attempting to spray directly on to the handle. This will prevent overspray on the door finish.
2. Clean exterior door kick plate using green EnvirOx<sup>®</sup> if smudges, water marks or splashes are present.
3. Clean all glass outside of the classroom that views into the classroom in accordance with **C “Glass Cleaning Procedures”**.
4. Immediately after entering the classroom, clean the inside door handle, kick plate and glass using EnvirOx<sup>®</sup> green concentration to clean and disinfect.
5. Dust window blinds inside the classroom. 1x week
6. Spot clean windows from the inside in accordance with **C “Glass Cleaning Procedures”**.
7. Once inside the classroom, all desks and tables must be wiped down with EnvirOx<sup>®</sup> green concentration to disinfect 1x week.

8. Wipe down window ledges, book shelves, AV carts, and cubbies (built-in or stand-alone) without moving or disturbing belongings.
9. Clean telephone headset and receiver with damp cloth and red EnvirOx® to disinfect. Spray EnvirOx® into cloth and not directly on to phone.
10. For science classrooms:
  - a. Do not disturb work.
  - b. Clean inside sinks using red EnvirOx®. Rinse the inside of the sink by allowing water to flow for a few seconds. If the sink has not been used since the last cleaning, a simple wipe down of dust will do. Run the water for a few seconds to allow the P-trap to rinse.
  - c. Clean faucets and gas outlets and remove any deposits or stains from these fixtures.
  - d. Clean science countertops using green EnvirOx®.
  - e. Clean the demonstration table in the same procedure. If the demonstration table is on wheels, do not run the water. Demonstration tables that are on wheels use a portable water tank that has to be emptied.
11. For art classrooms:
  - a. Do not disturb work.
  - b. Clean three compartment sink if it is apparent it was used the previous work day or once a week, whichever is more frequent.
  - c. Clean backsplashes of all paint or debris.
  - d. Clean countertops using green EnvirOx®.
12. For computer classrooms:
  - a. Do not disturb work.
  - b. Clean all desktops around computer equipment.
  - c. Dust computer monitors, keyboards and CPU's
13. Clean dry erase boards in accordance with Section **P “Dry Erase Board Cleaning”**.
14. Sweep and dust mop floors in accordance with Section **D “Floor Sweeping and Dust Mopping Procedures”**.
15. All rugs in classrooms must be vacuumed. Vacuum in accordance with Section **G “Vacuuming Rugs and Carpets”**. Rugs should be lifted up to check for debris underneath. If dirt or debris is found, remove the rug, sweep the floor underneath and replace rug.
16. Take out trash and replace trash can liner if soiled. The liner will be considered soiled if anything wet was inside or if there is lots of dust (such as lots of pencil shavings).
17. Clean trash can if it becomes noticeably dirty or smelly. Trash can must be cleaned at least once a week per the frequency chart.
18. Mop floors in accordance with Section **E “Floor Mopping Procedures”**.
19. Dust projectors in accordance with Section **P**, Subsection **“Dust Projectors”** as indicated on the frequency chart.
20. Perform High Dusting in accordance with Section **P**, Subsection **“High Dusting”** as indicated on the frequency chart.
21. Clean behind furniture in accordance with Section **P**, Subsection **“Clean Behind Furniture”** as indicated on the frequency chart. Do not drag furniture on VCT or Concrete floors.
22. Shampoo rugs in accordance with frequency chart.
23. Contractor is not responsible for cleaning personal microwaves or mini-fridges. If a personal microwave or mini-fridge is un-kept (dirty or moldy) report it to the campus Operations immediately.

## Deep Cleaning

1. Perform cleaning duties as described in Section “**Daily Cleaning**”.
2. All duties listed on the frequency chart will be performed at the same time (same day/night) in order to complete the deep cleaning duties for that classroom.
3. Remove tape, staples and graffiti from doors and door frames, both inside and out.
4. Dust the top of the door frame and window frames.
5. Thoroughly dust all window blinds. Open and close window blinds to clean both the top and bottom of each blade.
6. Clean all classroom windows both inside and out, in accordance with Section C “**Glass Cleaning Procedures**”, subsection “**Deep Cleaning Procedures**”.
7. Clean all dry erase boards using a damp cloth or paper towel and green EnvirOx®. Erase any items on board. Remove any glue or adhesive residue. Remove any tape even where tape was applied to create lines. Clean the aluminum marker holder using a damp paper towel (not a microfiber cloth) in order to remove all dry erase marker build-up.
8. All desks, tables and chairs must be cleaned.
  - a. Wipe down all tabletops and remove any tape, graffiti or adhesive.
  - b. Clean desk cubbies (if equipped).
  - c. Clean desk legs.
  - d. Clean all hard-plastic chairs with green EnvirOx® and remove all visible soil.
  - e. Wipe down chair legs with a cloth and green EnvirOx®.
  - f. Clean all teacher’s chairs with a cloth and green EnvirOx®.
9. Wipe down window ledges, book shelves, AV carts, and cubbies. Move light items (less than 30lbs) to clean underneath and replace when finished.
10. For science classrooms:
  - a. Clean inside sinks using red EnvirOx®. Rinse the inside of the sink by allowing water to flow for several seconds. Clean the sink even if it seems that it has not been used in some time.
  - b. Thoroughly clean faucets and gas outlets and remove any deposits or stains from these fixtures.
  - c. Clean science countertops using green EnvirOx®.
  - d. Clean any science cabinets and glass, inside and out. Clean inside and out of drawers. There is no need to remove cabinet/drawer contents. Clean around the contents. No need to clean inside of cabinet/drawers that are locked.
  - e. Clean the demonstration table in the same procedure. If the demonstration table is on wheels, do not run the water. Demonstration tables that are on wheels use a portable water tank that has to be emptied.
11. All rugs will be shampooed. All stains will be removed from rugs.
12. Trash cans shall be cleaned, inside and out using red EnvirOx®. All buildup of dirt or grime will be removed. Stains on the outside shall be cleaned.
13. The procedures listed in Section P, “**Miscellaneous**” as subsections will be performed. Some subsections differentiate between “Daily Cleaning” and “Deep Cleaning”.



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**J. Hallways**

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1. Move items off the ground or away from the area that is being cleaned. Heavy furniture or boxes may be cleaned around. Trash cans, boxes that are trash or items that are on wheels should be re-located temporarily to allow for cleaning.
2. Remove trash from the tops of lockers (if any) daily.
3. Dust all areas that may accumulate dust that are below 7'.
  - a. Dust the tops of lockers once a week
  - b. Reference the frequency chart for additional dusting.
4. Clean all glass inside of the hallway in accordance with section **C “Glass Cleaning Procedures”**.
  - a. For exterior entry/exit ways and vestibules, clean inside and outside of the glass in its entirety in accordance with section **C “Glass Cleaning Procedures”**. This glass will be cleaned up to 7’ or the next window frame (hollow metal or aluminum) divider.
  - b. For receptionist windows, clean inside and outside of the glass in its entirety in accordance with section **C “Glass Cleaning Procedures”**.
5. Sweep and dust mop floors in accordance with Section **D “Floor Sweeping and Dust Mopping Procedures”**.
6. Mop floors in accordance with Section **E “Floor Mopping Procedures”**.
7. Perform the additional tasks listed on the frequency chart at the corresponding interval.

**Water Fountains**

1. Clean water fountain basins with green EnvirOx® and a rag or cloth. All mineral or hard water deposits should be removed from the water nozzle.
2. Clean the outside of the water fountain with green EnvirOx® and a rag or cloth. Clean all soil from push buttons or levers.
3. Clean all dust from slats or grates on the outside of the fountain.
4. Spot clean walls around water fountains from any splash marks or smudges.
5. A stronger chemical may be used to remove calcium build up.

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**K. Locker Rooms**

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1. Take out trash and replace trash can liner if soiled. The liner will be considered soiled if anything wet was inside or if there is lots of dust (such as lots of pencil shavings).
2. Clean trash can if it becomes noticeably dirty or smelly. Trash can must be cleaned at least once a week per the frequency chart.
3. Clean toilets, urinals, sinks and floors around these areas in accordance with Section **H “Restrooms”**.
4. Spray showers with red EnvirOx® in accordance with the wall charts in Annex III. Allow for an appropriate kill time (5 minutes) and wipe clean. For heavy soil, scrub with a stiff bristle brush.
5. Disinfect stools/benches by spraying red EnvirOx® and wiping with a red cloth.
6. Disinfect all lockers by spraying red EnvirOx® and wiping with a green rag. Remove trash from and dust the tops of lockers daily.
7. Spot wash walls with red EnvirOx® and a green rag. Remove any splashes or hazy look on tiled walls.

8. Wipe all partitions by spraying red EnvirOx® and wiping with a red rag. Pay special attention to the areas where the partition meets the floor. Clean the stainless-steel collars, if any, and ensure they are clean from splashes and dirt buildup.
9. Sweep and dust mop floors in accordance with Section D **“Floor Sweeping and Dust Mopping Procedures”**.
10. Mop floors in accordance with Section E **“Floor Mopping Procedures”**.

## L. Gyms and Multipurpose Rooms

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All rooms listed in this section will follow these same basic cleaning procedures.

1. As you are entering the room, clean the door handle and kick plates (if any) with green EnvirOx® to disinfect. If the doors are metal, spot clean any smudges or stains from the door. Repeat this for the inside of the door.
2. Spot clean glass from the inside of the multipurpose room in accordance with Section C **“Glass Cleaning Procedures”**. This includes any door glass.
3. Spot clean glass from the outside of the multipurpose room in accordance with Section C **“Glass Cleaning Procedures”** even if the outside of the windows lead to the exterior of the building. This includes any door glass. There is no need to remove water deposits caused by irrigation spray.
4. Take out trash from any trash cans in the room and replace the liner. Clean trash cans at least once a week. If milk or other liquids leak into the trash can, rinse the trash can with water (either outside or in the custodian closet sink) and do not replace the liner to let the trash can air dry. Spray green EnvirOx® to disinfect and deodorize the inside of the trash can. No need to wipe.
  - a. This trash can procedure applies to all large trash cans (32-gallon trash cans, typically “Brute” brand trash cans) that may be found in other areas of the building such as hallways just outside of multipurpose room.

### Multipurpose Rooms

1. Take out trash from any trash cans in the room and replace the liner. Clean trash cans at least once a week. If milk or other liquids leak into the trash can, rinse the trash can with water (either outside or in the custodian closet sink) and do not replace the liner to let the trash can air dry. Spray green EnvirOx® to disinfect and deodorize the inside of the trash can. No need to wipe.
2. Move café tables out of the way to clean floors and replace them in the same configuration when finished. If chairs are set out for a special event, clean around the special event equipment (chairs, tables, stands).
3. Sweep and dust mop floors in accordance with Section D **“Floor Sweeping and Dust Mopping Procedures”**.
4. Mop floors in accordance with Section E **“Floor Mopping Procedures”**.
5. If café tables are replaced, wipe down the table tops with green EnvirOx® to disinfect.
6. Clean microwaves or counters that may be in the dining area using a green cloth damp with green EnvirOx®.

### Gym (Wood Floors)

1. Sweep and dust mop floors in accordance with Section D **“Floor Sweeping and Dust Mopping Procedures”**.
2. Remove marks with an approved floor cleaner compatible with the floor's finish, and use a non-abrasive soft cloth or a dust mop to clean.
3. Usage of tape of any kind is not permitted. Remove any tape found on the floor.

### Bleachers

Bleachers may be present in multipurpose rooms or gyms. They should be cleaned daily.

1. If bleachers are closed, expand the bleachers to be able to clean the steps.
2. Sweep each level of bleacher floor and pick up all trash.
3. Spot wipe seats and handrails with green EnvirOx® and a damp green microfiber rag.
4. Spot mop floors with green EnvirOx® using equipment in accordance with the CCPP.
5. Close the bleachers and sweep the floor underneath the bleachers following procedures in accordance with the type of floor.

### M. Admin Areas

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These tasks should be performed without disturbing staff or teacher work. The following tasks should be performed in all areas listed in this section:

1. As you are entering the room, clean the door handle and kick plates (if any) with green EnvirOx® to disinfect. If the doors are metal, spot clean any smudges or stains from the door. Repeat this for the inside of the door. Repeat this process for each door inside an admin office area or other offices located throughout the building.
2. Take out trash and replace trash can liner if soiled. The liner will be considered soiled if anything wet was inside or if there is lots of dust (such as lots of pencil shavings).
3. Clean trash can if it becomes noticeably dirty or smelly. Trash can must be cleaned at least once a week per the frequency chart.
4. Spot clean glass from the inside of the offices/admin areas in accordance with Section C **“Glass Cleaning Procedures”**. This includes any door glass.  
Spot clean glass from the outside of the offices/admin areas in accordance with Section C **“Glass Cleaning Procedures”** but not if the outside of the windows lead to the exterior of the building. Door glass should be cleaned even if it leads to the exterior of the building.
5. Contractor is not responsible for cleaning personal microwaves or mini-fridges. If a personal microwave or mini-fridge is un-kept (dirty or moldy) report it to the campus Operations immediately.

### Offices and Admin Areas

- A. Dust on top of desktops, bookshelves, computer screens, computers, keyboards, file cabinets, window ledges, blinds and anything else that may collect dust under 7'

- B. Clean all desktops, countertops, conference room tables and window ledges with green EnvirOx® and a green microfiber rag.
- C. Clean dry erase boards in accordance with Section P, Subsection “**Dry Erase Board Cleaning**”.
- D. Clean floors
  - a. Vacuum carpets and rugs in accordance with Section G “**Vacuuming Rugs and Carpets**”.
  - b. Sweep and dust mop floors (if hard floors are present) in accordance with Section D “**Floor Sweeping and Dust Mopping Procedures**”.
  - c. Mop floors (if hard floors are present) in accordance with Section E “**Floor Mopping Procedures**”.

### **Break Rooms**

- 1. In break rooms, always replace the liner.
- 2. Dust on top of desktops, bookshelves, computer screens, computers, keyboards, file cabinets, window ledges, blinds and anything else that may collect dust under 7’
- 3. Clean all tabletops, countertops, cabinets and window ledges with green EnvirOx® and a green microfiber rag.
- 4. Disinfect all microwave ovens and the outside of refrigerators with green EnvirOx® and a green microfiber rag.
- 5. Clean dry erase boards in accordance with Section P, Subsection “**Dry Erase Board Cleaning**”.
- 6. Ensure all coffee makers or hot plates are turned off. Empty coffee pots into sink and rinse the pots with clean water.
- 7. Clean sinks
  - a. Use green EnvirOx® and green microfiber rags to clean the sink basin and fixtures.
  - b. Wipe clean soap and paper towel dispensers.
- 8. Clean floors
  - a. Vacuum carpets and rugs in accordance with Section G, “**Vacuuming Rugs and Carpets**”.
  - b. Sweep and dust mop floors (if hard floors are present) in accordance with Section D “**Floor Sweeping and Dust Mopping Procedures**”.
- 9. Mop floors (if hard floors are present) in accordance with Section E “**Floor Mopping Procedures**”.

### **Nurse’s Stations**

- 1. In Nurse’s stations, always replace the liner.
- 2. Dust on top of desktops, bookshelves, computer screens, computers, keyboards, file cabinets, window ledges, blinds and anything else that may collect dust under 7’
- 3. Clean all tabletops, countertops, cabinets and window ledges with green EnvirOx® and a green microfiber rag.
- 4. Disinfect all microwave ovens and the outside of refrigerators with green EnvirOx® and a green microfiber rag.
- 5. Clean dry erase boards in accordance with Section Q, Subsection “**Dry Erase Board Cleaning**”.
- 6. Wipe nurse’s beds and chairs with red EnvirOx® and a green microfiber rag.
- 7. Clean sinks
  - a. Use green EnvirOx® and green microfiber rags to clean the sink basin and fixtures.
  - b. Wipe clean soap and paper towel dispensers.

8. Clean floors
  - a. Vacuum carpets and rugs in accordance with **Section G, “Vacuuming Rugs and Carpets”**.
  - b. Sweep and dust mop floors (if hard floors are present) in accordance with **Section D “Floor Sweeping and Dust Mopping Procedures”**.
9. Mop floors (if hard floors are present) in accordance with **Section E “Floor Mopping Procedures”**.
10. Clean attached restrooms, if equipped, in accordance with **Section H “Restrooms”**.

#### **N. Elevators**

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1. Sweep and dust mop floors in accordance with **Section D “Floor Sweeping and Dust Mopping Procedures”**
2. Clean door tracks with vacuum cleaner and/or damp sponge and rag.
3. Wipe push buttons, telephone and box, and metal hand rails using green EnvirOx® and a green rag.
4. Remove spots and smudges from walls and doors using green EnvirOx® and a green rag.
5. Clean stainless steel (if any) with a stainless-steel polish and paper towels.
6. Clean spots from floor (carpet) with carpet spot remover, and vacuum floor in accordance with

#### **O. Janitorial Closets**

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In an effort to prevent cross contamination of chemicals, mops, rags, and brooms, each janitorial closet will have a photo of how each closet should look like at the end of each shift. This photo will be posted on the backside of the door as you walk in. All contractors will be required to adhere to the photo in order to maintain an orderly closet.

#### **Routine Nightly Cleaning**

1. See Photo on back of closet door
2. Rinse mop buckets, mops place in designated area.
3. Rinse floor machine and place in designated area.
4. Clean mop sink strainer, do not flush things down the sink that are large enough to hold in your hand.
5. Hang mops to dry, do not leave them on the floor or in the sink place in designated area
6. Hang dust mops place in designated area
7. Wipe down FRP paneling or wall behind mop sink

#### **Janitorial Closets (Heavy Cleaning)**

1. Remove all equipment from the closet
2. Ensure all chemicals are properly labeled
3. Clean floors
4. Wipe shelves
5. Wipe walls
6. Remove drain strainers and clean
7. Remove hard water stains on mop sink, faucet and around walls/FRP paneling.

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**P. Miscellaneous**

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**Dry Erase Board Cleaning**

- A. Daily Cleaning - Clean Dry erase boards if they are blank using a damp cloth or paper towel and green EnvirOx®. Do not allow EnvirOx® to soak on dry erase board. Remove any glue or adhesive residue. Do not clean areas of the dry erase board where a teacher/staff has added tape to create lines on the board. Clean the aluminum marker holder using a damp paper towel (not a microfiber cloth) in order to remove dry erase marker build-up and discard.
- B. Deep Cleaning – Clean Dry erase boards even if they have writing. Use a damp cloth or paper towel and green EnvirOx®. Do not allow EnvirOx® to soak on dry erase board. Remove all tape, glue or adhesive residue. Clean the aluminum marker holder using a damp paper towel (not a microfiber cloth) in order to remove dry erase marker build-up and discard.

**Dust Projectors**

- A. Daily Cleaning – Dust overhead projectors that are either mounted on a ceiling mount or on a rolling AV cart. Dust the top of the projector and vents of the projector. Do not use chemicals on the projector. Do not touch the lens. Dust SMART board projectors in the same procedure in addition to dusting the SMART board boom.
- B. Deep Cleaning - Dust overhead projectors that are either mounted on a ceiling mount or on a rolling AV cart. Dust the top of the projector and vents of the projector. Do not use chemicals on the projector. Do not touch the lens. On ceiling mounted projectors, wipe the cords and extension pole all the way up to the ceiling including the ceiling plate. Use a damp microfiber cloth and green EnvirOx®. Do not use chemicals on the projector. Do not touch the lens.

**Dust Return / Supply Air Grills and Ceiling**

- A. Daily Cleaning – Dust all HVAC return and supply air vents and grills using a brush attachment on a vacuum cleaner. Do not use compressed air to clean vents. Spot clean ceiling tiles that may be dusty.
- B. Deep Cleaning - Dust all HVAC return and supply air vents and grills using a brush attachment on a vacuum cleaner. Do not use compressed air to clean vents. Also dust adjacent ceiling tiles that may have an accumulation of dust. Dust adjacent walls or drywall ceiling that may also have dust from the vent.

**High Dusting**

- A. Dust all areas on the wall or items mounted on the wall which may accumulate dust.
- B. Dust all clocks, window ledges, window frames, door frames, picture frames, inspirational signage, projector screens, projector screen mounts, US and Texas Flags, fire alarm devices, emergency lighting, the tops of tack boards/cork boards, thermostats and any other wall mounted device that may collect dust.

- C. Dust all mounted TV's and SMART board screens and projectors. Do not touch the SMART board projector lenses or mirrors.
- D. Dust all high ledges in common areas using an extension pole.
- E. Dust the tops of all lockers and remove trash/debris, if any.
- F. Remove dust and debris from inside of pendant lighting and wall mounted sconce lighting.

### **Clean Behind Furniture**

- A. Move all furniture that can be safely moved by two people. Do not drag furniture on VCT floor or it may be damaged. During yearly waxing operations, move all furniture using proper equipment such as a dolly.
- B. Move furniture a few feet or just enough to allow for cleaning of the floor underneath and the wall behind the furniture.
- C. Clean the floor consistent with the type of flooring.
- D. Dust the wall and anything on the wall that may be blocked by the furniture.
- E. Clean the baseboard behind the furniture.
- F. Clean the back side of the furniture.
- G. Replace the furniture.

### **Q. Waxing and Floor Maintenance**

- A. Contractor will provide IL Texas with a process for high speed buffing, burnishing, burning, stripping and waxing. ILTexas Director will approve the process prior to work starting.
- B. High speed buffing will be considered any floor buffer with an RPM of no less than 1,500. Low-speed floor scrubbers are not considered high speed buffers/burnishers and will not be accepted as such in this scope of work.
- C. All chemicals (floor wax, spray buffing compound, floor stripper) must be approved by the Contract Manager prior to use.
- D. 6 coats of wax are required when re-waxing. Follow the manufacturer's recommended procedures.

### **R. Frequency**

#### **List of Area Types**

Type 1 – Administrative, office and counselor areas

Type 2 – Hallways, Vestibules, Landings, Common Areas and Stairwells

Type 3 – Classrooms

Type 4 – Libraries

Type 5 – Gymnasiums

Type 6 – Restrooms/Locker rooms

**Table 1 below applies to areas labeled as Type 1 – Administrative, Office and Counselor areas.**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	
All	Spot Clean Glass	X						
	Clean Doors	X						
	Dust Blinds	X						
	Wipe Down Desks	X						
	Clean Entire Receptinist Window	X						
	Clean Window Ledges	X						
	Empty Trash Cans	X						
	Vacuum	X						
	Clean Floor Mats/Entry Mats	X						
	Clean Phones	X						
	Sweep/Dust Mop	X						
	Mop	X						
	Dust computer monitors	X						
	Dust keyboard/mouse	X						
	Clean Dry Erase Board Marker Trays	X						
	Clean All Entry Glass to Offices (In and Out)			X				
	Sanitize keyboard/mouse			X				
	Clean Trash Can			X				
	Dust Projectors			X				
	Clean Dry Erase Boards			X				
	Spot Clean Carpet				X			
	High Dusting				X			
	Floor Buffing (high speed)				X			
	Return/Supply Air Grills					X		
	Ceiling Tiles around Air Grills					X		
	Clean Baseboards					X		
	Clean Behind Furniture						X	
	Shampoo Carpet						X	
	Floor Strip / Wax 6 coats							X
	Break Areas	Clean Sinks	X					
		Clean Counters/Cabinets	X					
		Clean Water	X					
Conf. Rooms	Clean Refrigerator Interior					X		
	Clean Table					X		
	Clean Executive Chairs					X		



**Table 2 below applies to areas labeled as Type 2 – Hallways, Vestibules, Landings, Common Areas and Stairwells.**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	
All	Spot Clean Glass	X						
	Clean Doors	X						
	Dust Blinds	X						
	Wipe Down Desks	X						
	Clean Entire Receptinist Window	X						
	Clean Window Ledges	X						
	Empty Trash Cans (if any)	X						
	Vacuum	X						
	Clean Floor Mats/Entry Mats	X						
	Dust Handrails	X						
	Sweep/Dust Mop/Mop Hard Floors	X						
	Sweep/Dust Mop/Mop Stairs and Landings	X						
	Dust computer Monitors	X						
	Dust keyboard/mouse	X						
	Clean Glass Up to 7'	X						
	Clean All Entry Glass to Offices (In and Out)			X				
	Sanitize keyboard/mouse			X				
	Clean Trash Can			X				
	Clean Dry Erase Boards			X				
	Floor Buffing (high speed)			X				
	Spot Clean Carpet				X			
	Detail Clean Handrails				X			
	High Dusting				X			
	Return/Supply Air Grills					X		
	Ceiling Tiles around Air Grills					X		
	Clean Baseboards					X		
	Clean Glass Above 7'					X		
	Clean Behind Furniture						X	
	Shampoo Carpet						X	
	Scrub Stairwell Steps						X	
	Floor Strip / Wax 6 coats							X

**Table 3 below applies to areas labeled as Type 3 – Classrooms**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
All	Spot Clean Glass	X					
	Clean Door	X					
	Dust Blinds	X					
	Wipe Down Desks	X					
	Clean Window Ledges	X					
	Empty Trash Can	X					
	Vacuum	X					
	Wipe Cubbies	X					
	Clean Dry Erase Board	X					
	Clean Phones	X					
	Sweep/Dust Mop	X					
	Mop	X					
	Clean Trash Can			X			
	Dust Projectors			X			
	High Dusting				X		
	Floor Buffing (high speed)				X		
	Spot Clean Carpet				X		
	Return/Supply Air Grills					X	
	Ceiling Tiles around Air Grills					X	
	Clean Baseboards					X	
Clean Behind Furniture						X	
Floor Strip / Wax 6 coats							X
Science Classrooms	Clean Sinks		X <sup>1</sup>				
	Clean Counters/Cabinets	X					
	Clean Water / Gas Fixtures		X <sup>1</sup>				
Art Classrooms	Clean Sinks		X <sup>1</sup>				
	Clean Backsplash		X <sup>1</sup>				
	Clean Plumbing Fixtures		X <sup>1</sup>				
	Clean Counters/Cabinets	X					
Computer Labs	Dust computer monitors	X					
	Dust keyboard/mouse	X					
	Sanitize keyboard/mouse		X				

**Table 4 below applies to areas labeled as Type 4 – Libraries**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
All	Spot Clean Glass	X					
	Clean Door	X					
	Dust Blinds	X					
	Wipe Down Desks/Tables/Counters	X					
	Wipe tops of bookshelves	X					
	Clean Window Ledges	X					
	Empty Trash Can	X					
	Vacuum	X					
	Wipe Cubbies	X					
	Clean Dry Erase Board	X					
	Clean Phones	X					
	Sweep/Dust Mop	X					
	Mop	X					
	Dust tops of books on bookshelves			X			
	Clean Trash Can			X			
	Dust Projectors			X			
	High Dusting				X		
	Floor Buffing (high speed)				X		
	Spot Clean Carpet				X		
	Return/Supply Air Grills					X	
	Ceiling Tiles around Air Grills					X	
	Clean Baseboards					X	
	Shampoo Carpet						X
Clean Behind Furniture						X	
Floor Strip / Wax 6 coats							X

**Table 5 below applies to areas labeled as Type 5 – Gyms and multipurpose rooms**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
All	Spot Clean Glass	X					
	Clean Door	X					
	Dust Blinds	X					
	Wipe Down Tables (if put down)	X					
	Clean Window Ledges	X					
	Empty Trash Can	X					
	Vacuum	X					
	Wipe Cubbies	X					
	Clean Dry Erase Board	X					
	Clean Phones	X					
	Sweep/Dust Mop	X					
	Mop	X					
	Clean Bleachers	X					
	Clean Trash Can			X			
	VCT Floor Buffing (high speed)			X			
	High Dusting				X		
	Return/Supply Air Grills (if less than 15')					X	
	Ceiling Tiles around Air Grills					X	
	Clean Baseboards					X	
	Shampoo Carpet						X
	Clean Behind Furniture						X
VCT Floors - Strip / Wax 6 coats							X

**Table 6 below applies to areas labeled as Type 6 – Restrooms**

	Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually
All	Spot Clean Glass	X				
	Clean Door	X				
	Clean Window Ledges	X				
	Empty Trash Can	X				
	Empty Feminine Napkin	X				
	Wipe Dispensers	X				
	Clean toilets/urinals/sinks	X				
	Clean wall partitions	X				
	Clean Hand Dryers and Wall underneath	X				
	Sweep/Dust Mop	X				
	Mop	X				
	Clean Trash Can		X			
	High Dusting			X		
	Return/Supply Air Grills (If less than 15')			X		
	Ceiling Tiles / Ceiling around Air Grills			X		
	Clean Walls				X	
	Wash Partitions				X	
	Scrub Floors				X	
	Detail Restrooms					X

**ADDITIONAL SERVICES – SEPARATE PRICE BID**

**KITCHEN AND CAFETERIA (CHILD NUTRITION)**

Task	Daily	Weekly	Monthly	Quarterly	Semi-Annually
Dining Room Floors (Sweeping/Mopping)	X				
Daily Routine of Cleaning of Tables and Chairs (including Sanitizing)	X				
Cafeteria Walls		X			
Trash Removal	X				