



RFP No. 2016-020-6557

Request for Proposal

**Commercial Janitorial Cleaning Services
For The
George Allen Sr. Courts Building, Records Building Complex and
Administration Building**

Pre-Proposal Conference

November 19, 2015 @ 10:00 a.m. (CT)

**George Allen Sr. Courts Building
600 Commerce St., 2nd Floor
Training Room 220 A and B**

Submittal Location and Due Date/Time

**Proposal Due Date:
November 30, 2015 @ 2:00 p.m. (CT)**

**Dallas County Purchasing Department
Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202**

NO-CONTACT NOTICE TO ALL PROPOSERS

Upon the release of the RFP and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, elected officials and/or department heads. Such contact may result in the vendor being disqualified. All contact must be coordinated through Gloria McCulloch, Assistant Purchasing Agent, for procurement of these services.

All questions regarding this RFP are to be submitted in writing to Gloria McCulloch, Assistant Purchasing Agent with the Dallas County Purchasing Department via e-mail Gloria.McCulloch@dallascounty.org, fax to 214-653-7449 or mail to Dallas County Purchasing, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202. Please reference the RFP number on all correspondence to Dallas County.

All questions, comments and requests for clarification must reference the RFP number on all correspondence to County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon County. County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through County's website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address:

<http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

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1.0 INTRODUCTION

Dallas County is requesting proposals from qualified firms, companies, and/or organizations to provide Commercial Janitorial Cleaning Services for the George Allen Sr. Courts Building, Records Building Complex and Administration Building located in Dallas, County Texas.

2.0 DEFINITIONS

The following definitions are used throughout the RFP:

Request for Proposal: A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., §§ 262.0295 and 262.030.

Respondent/Proposer/Vendor/Bidder: Company, firm or individual submitting a proposal in response to this RFP.

Commissioners Court: means Dallas County Commissioners Court.

Contractor: Respondent or Proposer awarded the contract.

Contact Person: the Dallas County Purchasing Department person identified in a County Solicitation as the contact person regarding the solicitation during the course of the no-contact period.

County: means Dallas County, Texas, a political subdivision of the State of Texas.

No-Contact Period: means the period of time from the date of issuance/release of the Solicitation until a Contract is executed. All Respondent/Proposer/Vendor/Bidder communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the No-Contact Period, regarding any Active Solicitation, must be directed solely to the Purchasing Contact Person. The Contact Person for any specific solicitation can be identified by visiting:
<http://www.dallascounty.org/department/purchasing/currentbids.php>, to view the solicitation

Purchasing: Dallas County Purchasing Department Agent

Request for Proposal: A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., §§ 262.0295 and 262.030.

Daily refers to services to be performed everyday by the day and night crews

Nightly refers to certain services to be performed after hours or weekends.

Weekly refers to services to be performed once during each calendar week

Monthly refers to services to be performed once during each calendar month.

Quarterly refers to services to be performed four (4) times per Contract year (quarterly) work is to be performed at approximately ninety (90) day intervals.

Semi- Annually refers to services performed two times (2x) per contract year.

Annually refers to services to be performed once per contract year (i.e. 12 months).

Bathroom cleaners include products that are designed to clean hard surfaces in restrooms such as floors, sinks, counters, walls, toilets, urinals, and tile. This product category also includes deodorizers typically found in restrooms.

Carpet cleaners include products that are used to perform routine cleaning or spot cleaning of carpets, rugs, and upholstery. This category includes, but is not limited to, products that use shampooing, dry foam, absorption, and wet extraction.

Clean the term “clean” includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, or debris from any surface.

Cleanable Square Footage refers to the actual surface areas of floors, walls, windows, sills, furniture, fixtures and equipment that require cleaning in order to maintain sanitary conditions and good appearance.

Common Space: Common space is defined as hallways, interior and exterior entrances, lobby areas, stairwells, elevators, restrooms, courtrooms, jury rooms, conference rooms, public areas in libraries, break rooms, vending areas, and the corridors adjacent to office or clinic spaces and special frequency areas. Common spaces will be cleaned every day that the facility is open to the public.

Concentrate refers to a product that, as sold, must be diluted by water prior to its intended use.

Contract Manager means the County employee assigned to administer the Contract.

Dusting (Vertical/Horizontal) refers to a properly dusted surface is completely free of all dirt and dust, streaks, lint, dead bugs, and cobwebs.

Disinfectants include products with antimicrobial, disinfecting, or sanitizing properties that are used in institutions, offices, and schools, including general disinfectants and bathroom disinfectants.

Floor cleaners, strippers, and finishes include the following product types: (1) Floor cleaners refer to products that are designed to clean flooring surfaces. (2) Floor finish includes products that are used to polish and protect floor surfaces by applying a protective coating. (3) Floor strippers include products that are designed to remove floor finish.

Furniture polish refers to fluid that is designed to clean, refine, or protect furniture through polishing.

General purpose (all purpose) cleaners and degreasers include products used for routine cleaning of hard surfaces, such as concrete, tile, or stone. This category also includes degreasing agents for cleaning routine soils found in an institutional, office, or school setting.

Glass, mirror, and window cleaners include products used to clean windows, glass, and mirrored surfaces.

Graffiti remover refers to products used to remove graffiti (including but not limited to paint markings) from stone, brick, concrete, and other non-cloth and non-fabric surfaces.

Gum remover refers to products designed to remove chewing gum from carpets, floors, walls, furniture, and upholstery.

Hand soaps, hand cleaners, and hand sanitizers include products that are designed for routine hand cleaning in schools, offices, and other public buildings.

High-efficiency particulate air (HEPA) refers to an air filter designed according to federal standards to remove 99.97% of airborne particles measuring 0.3 micrometers in diameter. HEPA vacuum cleaners trap dust and other irritants, improving indoor air quality.

Lime and scale removers are products designed to remove the alkaline (a chalky mineral deposit) resulting from water use in locations such as showers, tubs, sinks, and toilets.

Lobby refers to access to building leading into open area. A corridor or hall connected to a larger room or series of rooms and used as a passageway for both public and building employees.

Material Safety Data Sheet (MSDS) refers to a document that contains information on the potential hazards of a chemical product and how to work safely with the product. The MSDS also contains information on the use, storage, and handling of the hazardous material, and how to respond in case of an accident or spill. The MSDS contains much more information about the material than the product label. However, it is important to note that the MSDS may not list every human and environmental impact associated with the product.

Metal polish refers to cleaners and polishes that are used to clean, shine, and protect chrome, brass, and other metal surfaces.

Microfiber refers to a fiber that is approximately 1/16th the diameter of a human hair and weighs less than one denier. Microfiber mops require less water and chemicals than conventional mops and cloths

OSHA Bloodborne Pathogens Standards refers to the U.S. Occupational Safety and Health Administration's Standards for bloodborne pathogens. Bloodborne pathogens are infectious microorganisms present in blood that can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV), the virus that causes AIDS.

Public Area refers to any open area within a building used by the public or the building employees for waiting, meeting, common areas, or conversing for County business (see also lobby).

Recyclable refers to the material, product, or package is made solely of materials that can be recycled using the County's recycling collection program.

Rooms/Office Space refers to and includes, but not limited to; all office work space, administrative offices, conference/multipurpose rooms, court rooms, meeting rooms, receptionist area, labs, auditoriums, corridors, lobbies, patio areas, landings, entry ways, handicap ramps, break rooms, enclosed and cubicle office areas, file rooms, private libraries, lounges, fitness centers, janitorial closets and storage rooms.

Sanitize refers to a process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

Sanitizers are products that are intended to reduce or eliminate microorganisms from the environment to levels considered safe as determined by public health codes or regulations.

Trash bin liners refer to bags used to collect, contain, and transport waste materials to a landfill, energy recovery facility, or incinerator.

Traffic Area refers to any area in a building where the volume of public and/or building employees traverses through and along a route

Wall Washing refers to after cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment, will have a uniform clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be damaged. Hard finished wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

Volatile organic compounds (VOCs) are organic chemicals that evaporate at room temperature under normal indoor conditions. VOCs include a variety of chemicals that are emitted by a wide array of products, such as: cleaning supplies, building materials and furnishings, office equipment, paints and lacquers, paint strippers, pesticides, etc. Many types of VOCs have been linked to a variety of adverse health effects, including: eye, nose, and throat irritation; headaches; loss of concentration; nausea; damage to the liver, kidney, and central nervous system; allergic skin reaction; fatigue; dizziness; and cancer.

3.0 PRE-PROPOSAL CONFERENCE AND WALK THROUGH INSPECTION/TOUR

3.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held on November 19, 2015 @ 10:00 A.M. Central Time (CT) at the George Allen Sr. Courts Building, 600 Commerce St., 2nd Floor, Training Room 220 A and B, Dallas, Texas 75202. Attendance at the Pre-Conference ("Conference") is voluntary and highly recommended, but is not mandatory.

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this RFP.

All verbal responses to questions at the Conference are non-binding to the County, only responses to written questions that are responded to by the Dallas County Purchasing Department in written communications will be official. Oral instructions or information concerning the RFP solicitation given by Dallas County staff or personnel will not bind Dallas County and should not be considered authoritative when assembling responses.

3.2 Walk Through Inspection/Tour

A walk-through inspection tour of some of the areas of the building be cleaned will be conducted immediately after the pre-proposal conference.

All potential bidders, are encourage to participate in the walk-through inspection of the site(s) conducted by an authorized Dallas County representative in order to familiarize themselves with any conditions, which may affect performance and/or bid prices.

3.3 Submission of Questions

All questions and inquiries regarding the RFP must be submitted in writing to Gloria McCulloch, Assistant Purchasing Agent, by mail, fax or via email. **The deadline for all questions or inquiries is due on or before November 23, 2015, 12 Noon, Central Time (CT).**

Mailing Address: 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202
Office: 214.653.7433
Fax: 214.653.7449
Email: Gloria.McCulloch@dallascounty.org

Questions from all Proposers shall be answered with the responses made available exclusively through the Dallas County website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP.

All questions and answers will be posted and made available exclusively on the Dallas County Purchasing Department's website:

<http://www.dallascounty.org/departments/purchasing/currentbids.php>

Proposers are solely responsible for frequently checking this website for updates and changes to this RFP.

Please reference the RFP Solicitation Number, Company Name, Representative Name and e-mail address on all written communication and correspondence to Dallas County

4.0 ADMINISTRATIVE INFORMATION

4.1 INCORPORATION OF PROPOSAL

The contents of this RFP, and the selected Proposer's Response to the RFP, costs and any negotiated changes will be incorporated, in their entirety, into the future formal Contract.

4.2 COUNTY PROCUREMENT COORDINATOR

The point of contact for this RFP shall be:

Gloria McCulloch, Assistant Purchasing Agent
Dallas County Purchasing Department
Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202
214 653-7433 (office)
214 653-7449 (fax)
Gloria.McCulloch@dallascounty.org

The point of contact shall hereinafter be referred to as the County Procurement Coordinator.

4.3 COMMUNICATIONS REGARDING THE RFP

- 4.3.1 Upon release of this RFP and during the entire process, lobbyists, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact any Evaluators, Evaluation Committee Member, County Employees, Department Heads, County Judge or Commissioners, Elected Officials or its Consultants for meeting, conferences, or discussions that are specifically related to this RFP.

Unauthorized contact of any type with any individual associated with Dallas County, including, but not limited to, Evaluators, Evaluation Committee Members, County Employees, Department Heads, the County Judge or Commissioners, Elected Officials or its Consultants may subject the Proposer to immediate disqualification from further consideration in the sole discretion of Dallas County.

- 4.3.2 All communication should be in writing to the County Procurement Coordinator. Any oral communication, amendment or interpretation that is not in writing shall not legally bind Dallas County. Only information supplied by the Dallas County Purchasing Department in writing or in this RFP should be used in preparing proposal responses.

- 4.3.3 **Written Questions and Inquiries:** All questions and inquiries pertaining to this RFP must be submitted in writing no later November 23, 2015, 12 noon, Central Time (CT), and must be directed by mail, fax 214.653.7449 or via e-mail (Gloria.McCulloch@dallascounty.org) to Gloria McCulloch as indicated in Section 4.2 of this RFP. Dallas County reserves the right to reject/not respond to any questions received after the November 23, 2015, 12

Noon, Central Time (CT), deadline date. *Please reference the RFP Number, Company Name, Representative Name and e-mail address on all written communication and correspondence to Dallas County.*

Questions and Inquiries received after the due date and time will not be considered, unless they are determined, in Dallas County's sole discretion, to be critical to proper preparation of a response.

Proposers are responsible for insuring all answers to questions are reviewed prior to proposal submittal. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specification requirements. Answers to questions that result in revisions to the specifications will be addressed by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specifications.

4.3.4 Addendum and General Information

During the period provided for the preparation of proposals, County may issue addendums to this RFP. These addendum(s) will be numbered consecutively beginning with 1 and will be posted exclusively on the Dallas County website,
<http://www.dallascounty.org/departments/purchasing/currentbids.php>

These addendum(s) will be issued by County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt, sign and return each addendum with the proposal response. Failure of a Proposer to receive any addendum shall not release the Proposer from any obligations under this Proposal. Proposers are responsible for insuring all addendums are reviewed prior to proposal submittal. All responses to this RFP shall be prepared with full consideration of the addendum(s) issued prior to the proposal submission date.

County will not assure that every entity receiving an RFP will receive the addendum. All addendums shall become part of the contract documents, and all Proposers are bound by such addendum, whether or not received by the Proposer.

County will recognize only those responses to inquiries issued in writing by County in addendum form as binding modifications to this RFP. Any oral communication shall be considered unofficial and non-binding. County will not be responsible for explanations or interpretations of this RFP other than written addendums.

County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification. County reserves the rights to reject/not respond to any questions received after the November 23, 2015, 12 Noon, Central Time (CT), deadline date.

NOTE: All Addendums and General Information responses to this RFP will be made available exclusively through County's website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address:
<http://www.dallascounty.org/departments/purchasing/currentbids.php>

Download Instruction for rfq, rfps, bids, solicitations, addendums, and general information documents:

1. Go to: <http://www.dallascounty.org>
2. On the top header section click on "Departments," scroll down to locate and click on the Purchasing link
3. You are now at the Purchasing Department website

4. Navigate to the far left hand column to click on "Bidding Opportunities"
5. You can now download any solicitation, bid, rfq, rfp, addendums, and general information documentation available on the website by clicking on the corresponding hyperlink.

4.4 PROPOSAL ERRORS AND OMISSIONS

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct to secure comparable Proposals. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify the County Procurement Coordinator of such errors in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum to the solicitation and will be posted on the Dallas County website:

<http://www.dallascounty.org/department/purchasing/currentbids.php>

Any and all errors, omissions, or inconsistencies in the specifications are to be reported no later than November 23, 2015, 12 noon, Central Time (CT).

4.5 PROPOSAL WITHDRAWAL

A Proposer may withdraw its proposal at any time before the deadline for submitting qualifications and proposals by notifying the County Procurement Coordinator in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified qualifications and proposals, provided that it is received at the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Qualifications and Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

4.6 REJECTION OF PROPOSALS

- 4.6.1 County reserves the right, at its sole discretion, to reject any and all proposals received in response to this RFP or to cancel this RFP in entirety as determined to be in the best interests of County.
- 4.6.2 Any proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the statement of qualification and proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations.
- 4.6.3 County reserves the right, at its sole discretion, to waive any technicalities in proposals provided such action is in the best interest of County. Where County waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor technicalities, County holds any Proposer to strict compliance with the RFP.

4.7 DISCLOSURE OF PROPOSAL CONTENT

- 4.7.1 County will not disclose any of the evaluation and selection processes until after the final contract is executed.
- 4.7.2 Ownership of materials: Any materials submitted to County shall become the property of County and will be subject to the Texas Public Information Act. All documents that you send to County will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. Therefore,

any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required will be considered a public record in its entirety. Do not mark your entire proposal as “confidential”.

- 4.7.3 Designation of information: All confidential, trade secret or proprietary information must be *clearly identified* by the Proposer prior to submission of the proposal.
- 4.7.4 Confidential information means information that (i) qualifies as trade secret or proprietary under the law; and (ii) is designated as confidential information as described below.
- 4.7.5 Information: The statement of qualifications and proposals are deemed to contain two types of information: (i) confidential information, also known as “proprietary information” or “trade secret information,” which must be specifically designated by Proposer in the statement of qualifications and proposals; and (ii) non-confidential information, which is information not specifically designated as confidential information.”
- 4.7.6 Management of Information: (i) All proposal information that is specifically designated by Proposer as *confidential information*, and meets the standard definition as such, including detail prices and cost information, shall be held in confidence during the evaluation process and thereafter to the extent authorized by law; (ii) Information **not** designated as confidential information may be discussed in open meetings throughout the entire RFP procurement process and thereafter and will be made available to the public subject to the Texas Public Information Act; and (iii) County will uphold the confidentiality of Proposer trade secrets to the extent authorized by law.
- 4.7.7 Duty of Confidentiality upon Proposer(s): Any information divulged publicly by any Proposer(s) (e.g., at an open meeting) shall, from that time forward, be deemed information that is not designated as confidential information. During all open meetings with the Commissioners Court, it is the duty of the Proposer(s) to (i) timely assert any claim of confidentiality; and (ii) request confidential handling of any materials presented to the Commissioners Court during any open meeting.

5.0 EVALUATION PROCESS

5.1 EVALUATION PROCEDURES AND PROCESSES

- 5.1.1 Management and coordination of the evaluation process including all meetings, requests, and documentation will be handled by the Dallas County Purchasing Department Procurement Coordinator.
- 5.1.2 Evaluation Committee will be composed of various County departments.
- 5.1.3 Each RFP shall be evaluated for completeness and for compliance with the requirements of this RFP and will be independently evaluated by each Committee member.
- 5.1.4 Proposals which substantially deviate from the basic intent of the RFP will be eliminated.
- 5.1.5 If desired by the Evaluation Committee, written, site visits, and/or oral presentations to supplement the Proposal for the purpose of clarification from selected Proposer (s) may be requested. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- 5.1.6 Proposals will be assessed to determine the most comprehensive, competitive and best value solution for County.

- 5.1.7 Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs and selection criteria identified in the RFP.
- 5.1.8 County reserves the right to accept other than the lowest price Proposal.
- 5.1.9 All Proposers will be accorded fair and equal treatment.
- 5.1.10 Recommendation will made to Dallas County Commissioners Court to the firm evaluated to be most qualified, highest rated and offering the best value to County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.

5.2 EVALUATION AND SELECTION FACTORS

The Evaluation Committee will evaluate proposal on the criteria listed below. The objective is to enter into a future Contract with the best qualified Proposer(s) at the best price and value. Each category shall be weighted as follows:

Evaluation Criteria	Points
Factor 1: Cost of Services and Other Fees	0-25
Factor 2: Technical competence, experience, past performance and business operations: <ul style="list-style-type: none"> -Nature and size of past and current janitorial services accounts -Human resources development -Supervisory experience -Staffing -Training programs, past and ongoing including OSHA and Safety -Background Check -Health, Safety and Environmental Protection -Results of reference checks 	0-20
Factor 3: Operation and Location Work Plan: <ul style="list-style-type: none"> -Comprehensiveness and detail of operation planning -Equipment List -Transition Plan -Phase-in plan -Quality control/quality assurance program -Safety Plan -Biohazard Services Plan -Customer Services -Contingency Plan -Security Plan -Key Control - Pilferage of Items and Vandalism Plan -Resources for back-up staffing, emergencies and project work -Willingness to completely follow the specifications of the contract and ability to follow instructions 	0-20
Factor 4: Proposer's Financial Condition <ul style="list-style-type: none"> -Financial statements -Provide evidence of Insurability and Bonding Capacity 	0-15
Factor 5: Disclosure of Litigation	0-05
Factor 6: Minority/Women Owned Business (W/MBE), Disadvantaged	0-15

Business Enterprise (DBE) and/or Historically Underutilized Business (HUB)
Participation

*Certified MBE/WBE/DBE and/or HUB Firm (6 points)

*Certified MBE/WBE/DBE and/or HUB subcontractors/sub-consultants
/material suppliers being utilized (6 points)

EEO Policy Compliance (3 points)

Dallas County recognizes certifications from the following government entities and/or agencies:

North Central Texas Regional Certification Agency (NCTRCA)

DFW Minority Supplier Development Council (D/FW MSDC)

The Women's Business Council – Southwest (WBCS)

State of Texas Historically Underutilized Business (TX HUB)

Texas Unified Certification Program (TUCP)

Texas Department of Transportation (TXDOT) Disadvantaged
Business Enterprise (DBE) Program – **DOT PROJECTS ONLY**

Total Points

100

5.3 AWARD AND NEGOTIATION PROCESS

All proposals received by the specified deadline will be reviewed and evaluated consistently with the stated Evaluation and Selection Factors. Before the final evaluation and ranking of Proposals is complete, County, at its sole discretion, may request interviews, presentations, and/or site visits with Proposer(s) found to be among the most qualified. Proposals will be ranked based on final evaluation with a recommendation to begin negotiations with the Proposer that received the highest evaluation.

The Proposer awarded or chosen pursuant to the provisions of this section will not be based solely on price, but will include and be limited to evaluation criteria listed in the RFP. Upon completion of the evaluation process, the Evaluation Committee will make a recommendation to County Commissioners Court to award to the highest rated firm. Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Proposer's most favorable terms and conditions, since selection and award may be made without further discussion or need for clarification.

Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Proposer's inability to comply with any of the provisions thereof are to be declared in the Proposer's proposal.

In the event that County cannot reach agreement with the selected firm by negotiation of a contract, County may formally end negotiations by written notification to the selected firm. County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Proposal is canceled. Upon successful completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from County.

All necessary contract documents will be prepared by the Dallas County District Attorney's Office and will be tailored specifically for this RFP. No contract shall be binding on County until it has been approved as to form by the Dallas County District Attorney's Office and executed by the Dallas County Commissioners Court. County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

6.0 PREPARING AND SUBMITTING A PROPOSAL

6.1 PREPARATION COSTS

County shall not be responsible or liable for any costs directly or indirectly associated with the preparation, submittal, presentation, on-site interviews, demonstration/web presentation or other costs incurred by participating in this procurement process.

6.2 SUBMISSION

- 6.2.1 All responses must be in a sealed package clearly labeled/marked on the outside with the name of the firm submitting the response and the following information:

RFP No. 2016-020-6557

**Request for Proposal
Commercial Janitorial Cleaning Services
For The**

George Allen Sr. Courts Building, Records Building Complex and Administration Building

**Must Be Delivered To:
Dallas County Purchasing Department
Records Building
509 Main Street, 6th Floor, Room 623
Dallas, TX 75202**

Late RFP submissions will not be accepted. Dallas County is not responsible for delays in the delivery of mail by the U.S. Postal Services, FedEx, UPS, Private Couriers, or delivery by any other means. It is the sole responsibility of the Proposer to ensure that his/her proposal reaches the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas, by the designated date and hour indicated on the Cover Page and/or addendum (when applicable),

Note: Please reference the RFP Number, RFP Title and Company Name on the outside of all sealed envelopes, packaging and/or boxes

- 6.2.2 Any RFP received after the required due date and time shall be considered late, void, unacceptable and shall be returned unopened to Proposer upon request.

The time/date stamp clock in the Dallas County Purchasing Department shall be the official time of receipt.

- 6.2.3 Each Proposer must provide a total of three (3) paper hardcopies on the entire proposal including all data as outlined in the RFP. Within the paper hardcopies, the Rates including Cost Worksheets and MBE/WBE/DBE and/or HUB forms must be submitted in separate sealed envelopes (Envelope 1- Rates including Cost Worksheets and Envelope 2 - MBE/WBE/DBE and/or HUB forms) and labeled with the RFP number on the outside of the envelope. One copy (1) of the printed hardcopy (original) must be signed in blue ink. The original bound copy of the proposal is to be clearly marked as "original" on the outside cover and contain original signature of a person authorized to make a binding offer.

In addition, the Proposer must also provide seven (7) individual labeled electronic versions of the entire/complete proposal and attachments **(excluding the rates, cost worksheet and the MBE/WBE/DBE and/or HUB form information)** on CD or USB Flash Drive, formatted in Microsoft Office 2007 or "Adobe PDF".

- 6.2.4 By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of providing the services that will achieve County's task and objectives.
- 6.2.5 All Proposals shall be valid for a period of one hundred eighty (180) days after the Proposal submission deadline. The one hundred eighty (180) days may be extended by mutual agreement of all parties.
- 6.2.6 Dallas County reserves the right, at its sole discretion, to reject any and all offers received in response to this RFP or to cancel this RFP in its entirety if deemed by County to be in the best interests of County.

6.3 PROPOSAL FORMAT

- 6.3.1 The submitted Proposal should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought. Proposers are advised to organize their submissions to be as brief and succinct as possible while providing relevant information. The submission of irrelevant and superfluous information is discouraged.
- 6.3.2 Proposer must submit its Proposal in strict accordance with all requirements of this RFP, and an agreement to fully comply with the requirements must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County's consideration.
- 6.3.3 The original proposal shall be prepared on standard 8-1/2" x 11" paper. All proposals shall be submitted as hard copy bound documents, each page shall be consecutively numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal.
- 6.3.4 In order to expedite the evaluation and comparison process, County requests that proposals be organized in accordance the format outlined below. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.

Each proposal shall organized in the manner describe below.

6.3.4.1 **Transmittal Letter**

- The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual legally authorized to bind the Proposer to representations in the response.
- The transmittal letter shall provide the name, address, telephone, e-mail address, and facsimile number of the Proposer along with the name, title, address, telephone number and fax number of the individual authorized to contractually bind the firm the company/firm and be signed by the authorized individual.

Executive Summary

Limited to three (3) pages: Include the type of services proposed, a summary containing highlights of the proposal, describing how the Proposer will meet the requirements of the RFP, including the Proposer's approach to providing the services described in this RFP; statement of the Proposer's understanding of the services required; and how the Proposer will ensure responsiveness to County staff and service and product requirements.

Table of Contents

A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.

Proposers' Background, Experience, Qualifications, and Expertise in providing the services as requested in the RFP to include but not limited to:

- Proposal shall detail the organization structure and the name of the individual who will serve as organization's primary contact.
- Provide background information including principle place of business, length of existence, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.
- Proposer should clearly demonstrate Proposer's qualifications to perform the activities described in the RFP.

Key Personnel

Identify all key personnel and their position within the Company who will be assigned to this contract should your company be awarded the contract as a result of this RFP. Identify the proposed Project Manager and include a resume. Also include an organizational chart of the proposed Management Team including key personnel and their specific roles.

Past Performance

Describe demonstrated experience over the past three (3) years that qualified your firm/organization to perform services outlined in the RFP or similar work. Include at a minimum a description of scope of service performed; whether prime or subcontractor and the period of performance. Describe only relevant commercial janitorial services experience and individual experience for personnel who will be actively engaged.

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a Contract for the services defined by this RFP. Include sufficient detail to demonstrate

the relevance of this experience to the size and scope of the locations that you are bidding.

6.3.4.7 **Operation and Location Work Plan**

6.3.4.8 **Training Plan**

The written plan should indicate the competence of personnel whom the Proposer intends to assign to the project. Provide information for staff training and development on the following:

- Before Job Placement: Explain the type of training that is provided to the employees prior to placing them on the job assignment.
- On the Job Training (OJT): Provide the duration of the training, what the training consists of, the credentials/qualifications of the instructor, etc,
- On-Going Training: Provide any on-going training that your company provides to employees; (i.e. weekly, quarterly, semi-annual training, attendance to seminars, certifications held, etc).
- Health, Safety, & Environmental Protection: Include complete description of company's Health, Safety, and Environmental Protection program and/or describe process for making employees aware of safety issues and procedures.

6.3.4.9 **Quality Control Plan**

- Detail a description and information regarding the organization Quality Control Plan

6.3.4.10 **Quality Assurance Program**

Describe your firm's approach to quality assurance and quality control procedures for performing the services and requirements outlined in this RFP.

- Detail a description and information regarding the organization Quality Assurance Program
- Resolve issues regarding contract monitoring and the resolution of any complaints

6.3.4.11 **Customer Service**

- Describe how the interaction between your firm and County will take place to ensure that the services are performed and reported in an accurate and timely manner.
-

6.3.4.12 **Sample Reports**

- Attendance Reports
- Inspection Reports

- Supplies Usage Reports

6.3.4.13 **Cost of Services and Other Fees Worksheet**

6.3.4.14 **Response to Minority/Women Owned Business Enterprise (M/WBE), Disadvantaged Business Enterprise (DBE) and/or HUB Participation Forms**

A list of certified M/WBE, DBE and HUB businesses may be obtained by contacting the County Procurement Coordinator.

6.3.4.15 **Additional Information**

Provide any additional information deemed necessary by the Proposer believes to be pertinent but specifically requested elsewhere in the RFP including any value added services.

6.3.4.16 **References**

Provide a minimum of five (5) references of which that the Proposer provided similar commercial janitorial cleaning services in facilities of size (300,000 square feet or greater) and scope as described in this RFP during the last three (3) years period. Proposer must complete in its entirety Dallas County reference form “no substitution forms” are allowed. It is the responsibility of the Proposer to ensure that the reference contact information for each contact person and phone number is correct and current. County will not track down references.

6.3.4.17 **Financial Stability**

The following documentation is required in order for County to evaluate financial responsibility:

- Financial Statements

Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company’s assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. Financial statements will be kept confidential, if so stamped on each page.

The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the bidder is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally

contained in an audited statement, and as required above, shall be provided

- Provide evidence of insurability and Bonding Capacity

6.3.4.18 **Disclosure of Litigation**

- List all performance related legal claims, litigation, demands, contracts terminated due to Non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years

6.3.4.19 **Acknowledgement of Addendum(s)**

6.3.4.20 **Proposal Exceptions**

Proposer shall identify and list all exceptions taken to any part or sections of the RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

6.3.4.21 **Title VI Assurances/Compliance Form**

6.3.4.22 **Completion of Campaign Contribution Form**

6.3.4.23 **Completion of Conflict of Interest Form**

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in Section 178.006 of the Texas Local Government Code. A person commits an offense if the person violates Section 178.006 of the Texas Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.178.htm>.

By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Note: All forms must be complete in their entirety and submitted as part of a Proposer's Proposal.

7.0 SPECIAL REQUIREMENTS

7.1. Minimum Wage Rate

Contractor shall be required to pay its employees not less than the current Federal minimum wage rate. Dallas County reserves the right to inspect and audit the contractor's payroll records to verify compliance with all federal and state wage and hour laws and labor statutes including, but not limited to, payment of minimum wage, payment of overtime, payment of mandatory withholdings.

In the event the Federal minimum wage rates are increased, the Contractor may submit a request for increases by providing justifiable documentation addressing the wage rate increases and a list of employee name(s), employment date(s), and current pay rate (s) of the staff assigned to this contract that are affected by the rate increase. Failure to submit this information within ten (10) days constitutes successful contractor's acknowledgement and understanding that revised Federal minimum wage rate or law will not impact its proposal prices throughout the term of contract and waiver of any contractual price increase request(s).

7.2. Verification of Employment Status

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Texas and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Dallas County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis> Only those employees determined eligible to work within the United States shall be employed under this contract.

7.3. Background Check

7.3.1. Contractor acknowledges and agrees to perform background checks on all employees and personnel providing services to the County under this contract at no additional cost to the County (at Contractor expense). "Background check" means, including but not limited to, the research and verification of an individual's employment history, criminal history, identity, driving record history, current and past residences, and any discrepancies contained therein. The following items will be included in a background check, at a minimum:

7.3.1.1. E-Verify all employees and personnel providing services under this contract;

7.3.1.2. Employment history (last ten (10) years);

7.3.1.3. Social Security number verification;

7.3.1.4. Assumed names and aliases search;

7.3.1.5. State criminal records search for an unlimited period of time including court records search, Motor Vehicle Driving Records search, Department of Public Safety search, Department of Corrections search, Administrative Office of Court search, a County criminal records search for all counties of residence, and a Justice of the Peace criminal records search for all precincts of residence;

7.3.1.6. Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search;

7.3.1.7. Current and prior address check; and

7.3.1.8. Employee photo picture

7.3.2. The background check must be performed and completed seven (7) days prior to each employee or personnel providing services to the County. A copy of the e-verify documentation and background check will be provided to the County and the County will be advised, if: 1) the background check identifies any criminal history, including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (3 months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to the County.

7.3.3. Contractor shall furnish the County with a completed verification certificate, Dallas County Background Check Verification Certificate ("Certificate"), signed by the Contractor containing the employee/personnel's full legal name, full address, date the background check was performed, and date of hire by the Contractor. The Certificate should be sent to the Dallas County Facilities Management Department Contract Manager or designated representative via E-mail or in a sealed envelope marked Confidential." The certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems (e.g. information discrepancies or inconsistencies, gaps in background, criminal felony or misdemeanor convictions/indictments/arrests/pending charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the County department requesting the personnel will assess the identified issues, pursuant to Dallas County policies and other laws and regulations; and 2) Dallas County Facilities Management Department Contract Manager will advise the Contractor whether the County department will permit the personnel/employee to perform the service.

7.3.4. County's Rights to Further Screen Personnel

In evaluating Contractor's all employees and personnel providing services under this contract suitability for placement, certain County departments/divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the Contractor under Section 7.3, et. seq.

7.3.4.1. Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities. Contractors including their employees or individuals who are not licensed by the Texas Department of State Health Services or other state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the Contractor's contract within two (2) years prior to the date of the most recent contract. Contractors including their employees providing services under this contract without a state professional license requirement must to submit fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. Contractor is

responsible for all cost associated with FAST fingerprint based check and criminal record check.

7.3.4.2. For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion.

7.3.4.3. The Contractor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of the Contractor.

7.3.5. Waiver

Contractor shall have the employee or personnel execute any necessary consents, releases, and waivers:

7.3.5.1. Twelve months from the date the employee or personnel first started providing services to the County, if the employee or personnel provided continuous services to the County; or

7.3.5.2. To allow the County or a third party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law, under Section 7.3.4; and

7.3.5.3. To release to the County (and its employees) the employee/personnel's background history and/or criminal history.

7.3.6. Re-Verification

Contractor must have the background of any employee or personnel providing services to the County re-verified:

7.3.6.1. Twelve months from the date the employee or personnel first started providing services to the County, if the employee or personnel provided continuous services to the County; or

7.3.6.2. If there is a gap, of thirty (30) days or more, in the employee or personnel providing services to the County. Upon such re-verification, Contractor shall provide the County with another Certificate pursuant to the requirements in Section 7.3.3.

7.3.7. Warranties

Contractor represents and warrants;

7.3.7.1. All employees/ personnel who perform any services for the County have undergone the Contractor's background check and a Dallas County Background Check Verification Certificate has been provided to Dallas County Facilities Management Department Contract Manager;

7.3.7.2. Contractor has a background check process/service which includes, at a minimum, the searches/information identified in Section 7.3.1;

7.3.7.3. It will not assign or permit any individual to perform services for the County unless: i) the individual has passed the background check; or ii) it has notified Dallas County Facilities Management Department Contract Manager of potential problems and such problems have been resolved pursuant to the procedure set forth in Section 7.3.1; and

7.3.7.4. It will ensure that personnel are in compliance with the background check requirements in Section 7.3 et. seq., throughout the Contractor term, and any extension thereto, including the duty to notify in Section 7.3.6.

7.4. County Holiday's (Observed)

The Contractor shall perform services on each of the specified days, except for County observed holidays. When a County observed holiday falls on a regularly scheduled service day, and the County is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the day before, day after or next workday, following the holiday closure. Exceptions will require arrangements with the Contract Manager, or his/her designee. The County is not responsible to Holiday pay to Contractor employees or personnel

The County observes the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Holiday (Thursday and Friday)
Christmas Holidays (Two/Three Consecutive Days)

7.5. Invoicing Requirements

Payments will be made upon receipt of invoice on a calendar month basis in arrears after all services have been completed. All invoices shall be itemized and include but not be limited to the following information:

7.5.1. Two (2) invoices are required

Original invoice shall be sent to:

Dallas County Auditor's Office
Attn: Accounts Payable,
509 Main Street, 4th Floor, Ste. 407
Dallas, Texas 75202
Accounts.Payable@dallascounty.org

Copy of invoice(s) shall be sent to:

Dallas County Facilities Management Department
Attn: Contract Manager
600 Commerce St. 9th Floor
Dallas, Texas 75202

- 7.5.2. Dallas County Purchase Order Number;
- 7.5.3. RFP Solicitation Number;
- 7.5.4. Requesting Department Name and the name of the point of contact for the department;
- 7.5.5. Contractor's Name;
- 7.5.8. Unique Invoice Number for each month of services;
- 7.5.7. Remit to address;
- 7.5.8. Invoice Date;
- 7.5.9. Month of Service by Building or Property Name
- 7.5.10. Building/Property Location and Address
- 7.5.11. Cleanable Square Footage per Building or Property
- 7.5.12. Cost per Square Footage per Building or Property
- 7.5.13. On-Site Daytime Janitorial Cleaning Porter (s) billable hourly rate, itemized by building or property location, hours and days worked by employee
- 7.5.14. Additional work outside of normal monthly invoicing is required these items should be put on a separate invoice.
- 7.5.15. All billing shall be done on a timely basis. Contractor shall submit monthly invoices from services completed in the previously month no later than the 15th of each month;

- 7.5.18. Invoices received without all the required information cannot be processed and will be returned to the Contractor unpaid including invoices that do not correspond to the RFP proposal price.
- 7.5.17. No charges may be billed to Dallas County unless such costs are explicitly included in the RFP solicitation.

8.0 CONTRACT TERM

The contract is for a one (1) year period effective date of contract execution, or thereafter. This contract may be or extended for two (2) additional one (1) year period subject to the availability of departmental funding, vendor performance, mutual agreement by all parties and subject to the approval of the Dallas County Commissioners Court. Upon expiration of the term and conditions of this contract agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Contract for such a period of time as may be reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

9.0 GENERAL REQUIREMENTS

- 9.1. Contractor shall furnish all labor, personnel, supervision, services, administration, reports, forms, documentation, materials, supplies, chemicals, equipment, tools, pay all salaries, wages, taxes including payroll taxes, FICA, benefits, insurance, fees, permits, fuel including fuel surcharges, shipping, transportation, freight, travel time to and from assignments, mileages, parking, tolls, and all other overhead costs including incidentals necessary to maintain the facilities in a clean and sanitary condition in accordance with standards, conditions and methods set forth and outlined in this RFP for commercial janitorial cleaning services.
- 9.2. Prior to submitting a bid it is highly recommended that all bidders visit each location site and examine all documents relating to this project to ascertain the nature of the work and the character of the job site. The bidders shall become familiar with the contractual requirements, limitations, and various aspects of the work, physical conditions, and surroundings of the job site. Contractor shall include in their bid a sum sufficient to cover the cost of doing the work under the existing site conditions and contract requirements. By submitting a bid the Contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the job site, contractual requirements, limitations and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the Contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.
- 9.3. The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved.
- 9.4. Any verbal communication with Dallas County employee concerning this RFP is not binding on the Dallas County and shall in no way alter a specification, term or condition of this bid. All changes to the specification requirements or scope of services must be approved in writing by an authorized representative Dallas County Purchasing Department and/or Commissioners Court.
- 9.5. Dallas County does not guarantee any quantities (square footage) to be serviced or purchased under this contract. The quantities (square footage) indicated in the bid are based on prior year data and may not reflect the actual quantity required during the duration of the contract. Contractor will notify Dallas County immediately if square footage is questionable. All notification must be in writing, signed and dated by an authorized representative of the awarded Contractor.

- 9.6. Contractor shall be responsible for any and all damages resulting from its operation and upon occurrence report, verbally and written, to the Contract Manager. The Contract Manager will provide guidance of any rules related to repairs that the Contractor must comply with (i.e. lease or County building requirements). Damages shall be repaired to match existing within seven (7) calendar days upon notification and shall be at no expense to Dallas County. The repairs shall be equal to or better than the original condition and will be approved or rejected by the Contract Manager within five (5) calendar days. Should any repairs be rejected the Contractor shall redo the repairs within seven (7) calendar days.
- 9.7. Labor force employed by the Contractor shall include, but not be limited to, porters (day and evening workers), supervisory, administrative and executive management personnel.
- 9.8. Adjustment for change in cleaning area: The County may increase or decrease the areas described in this contract to be cleaned with written notice of not less than five (5) full working days. The price adjustment resulting from such a modification will be calculated using the vendor's price per square foot as proposed on the proposal sheet(s) in this RFP solicitation. In addition, if on-site Daytime Janitorial Cleaning Porter is added or deleted during the duration of this contract cost will be at the same hourly rate stated in the proposal sheet.
- 9.9. Daytime Services: All daytime services performed under this contract will start between the hours of 7:00 a.m. to 4:00 p.m. at the, Monday through Friday unless specified otherwise. Cleaning services will not be required on days which are declared County Holidays (See Section 7.4)
- 9.10. Evening Services: All evening services performed under this contract shall be completed between the hours of 5:00 p.m. and 12:00 a.m., Monday through Sunday unless otherwise specified by Dallas County. Cleaning services will not be required on days which are declared County Holidays (See Section 7.4)
- 9.11. Dallas County reserves the right to temporarily or permanently increase or decrease the level of janitorial/custodial services at any time, or revise the normal working hours based on the needs of the Dallas County location with five (5) day notice to the vendor. This may include, but not be limited to a change in the cleaning program or personnel, a change in the anticipated use of the building, building renovation, or from circumstances not foreseen by this contract. In such event, vendor shall work with Dallas County to increase or decrease the crew staff, or change the normal work hours.
- 9.12. Uniform and Employee Identification Badge
- 9.12.1. Uniforms: All employees and personnel providing services under this contract shall wear company supplied uniform consisting of one dedicated color which clearly indicates company name/logo. All uniforms shall be similar, e.g., color and style, so as to make Contractor employees or personnel readily identifiable. Uniforms must be clean, free of dirt and odors, neat in appearance (no holes/tears) and all employees and personnel shall wear uniforms at all times during the performance of work under this contract. Unacceptable uniform items shall include but not be limited to:
- 9.12.1.1. No Light Blue or Gray Button Down or Polo Style Shirts that conflict with Dallas County Maintenance staff uniforms
- 9.12.1.2. T-shirts
- 9.12.1.3. Sagging/baggy pants below the waistline
- 9.12.1.4. Capri
- 9.12.1.5. Shorts

- 9.12.1.6. Skirts
- 9.12.1.7. Open toed or heeled shoes
- 9.12.1.8. Sunglasses (unless prescription)
- 9.12.1.9. Hats (unless working outside of buildings)
- 9.12.1.10. Sweats (shirts and pants of any kind)

9.12.2. Employee Identification Badge: County approved photo identification badges shall be furnished by the Contractor and worn by all Contractors' employees at times while on County premises. The ID badge shall have the employee's photo, name, signature, and Contractors name visibly displayed. The photo ID badge shall be worn on the upper shirt pocket area of the uniform and be clearly visible at all times upon entering County property and at all time while on duty. (ALL EMPLOYEES MUST DISPLAY PHOTO ID BADGE AT ALL TIMES (NO EXCEPTIONS).

Dallas County may also issue Contractor's employees authorization badges that reflect what building and floors the respective employee is authorized to perform services on within the facility. These badges shall be issued to award Contractor for distribution to their employees. Employees will not be authorized in County building without the respective badge. Badges will not be shared between workers, employees or personnel.

Should a badge become lost, stolen, etc., the Contractor will notify the Dallas County Contract Manager or his/her designee immediately for a replacement badge. The cost of replacement is ten dollars (\$10.00) per badge which will be charged and deducted from Contractor monthly service invoice(s).

All County issued badges must be returned upon termination or at end of contract period. Failure to return badges within five (5) business days upon termination of contract will result in a deduction of ten dollar (\$10.00) for each outstanding badge to be deducted from the awarded Contractor's final invoice.

9.13. Reports

9.13.1. Weekly Cleaning Inspection Reports per building/facility being serviced under this contact. This report shall be submitted every Monday unless otherwise directed by the Contract Manager.

9.13.2. Weekly Attendance Report of Employees/Personnel (Sign-in/out log) per building/facility being serviced under this contact. This report shall be submitted every Monday unless otherwise directed by the Contract Manager.

9.13.3. Monthly Usage Report detailing breakdown of disbursement by building/facility of all the products and supplies furnished by Dallas County. The itemize usage report shall be submitted with monthly invoice.

9.13.4. Invoices will be held by Contracts Manager is any of the reports listed above are not received as listed.

9.14. Pager and Other Communication Devices

Contractor shall furnish and provide designated on-site personnel (day and night crew) with a mobile phone, pager or other type of communication device including batteries while perform work in Dallas County buildings/facilities to support communication effort while on premises.

Contractor will provide the Dallas County Contract Manager or his/her designee with the mobile phone, pager or other type of communication device telephone number and notify immediately of any changes.

If at any time Dallas County is required to furnish communication device to Contractor's employees/personnel the rental charge is twenty dollars (\$20.00) per day/per device. This charge will be access and deducted from the Contractor monthly service invoice(s). In addition, if Dallas County should have to furnish and supply batteries (not including mobile phone or PDA) to Contractor employees/personnel, Dallas County will charge and deducted at rate of five dollars (\$5.00) each from the Contractor monthly service invoice(s)

9.15. Time Keeping and Attendance

All of the Contractor's workers, employees, and personnel providing services under this contract are required to identify themselves by entering their name in the sign-in log book. This log shall note the arrival and departure each workday at each building, facility or location. All employees/personnel must sign their own names and times. Failure to submit an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may result in automatic deductions and/or termination of the contract. Additionally, all workers, employees, and personnel are required to sign in/out upon arrival and departure of work site on County designated log book form.

Contractor shall also provide Dallas County with the weekly attendance and sign-in forms for each building or facility location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A copy of this report shall be provided weekly to Contract Manager or his/her designee. Failure to sign-in/log-in and sign-out/log-out will result in non-payment. Dallas County will only pay for actual verifiable hours worked based on the sign-in and sign-out logs. Deductions will apply in the event of absenteeism at the hourly rate.

Failure of the Contractor's employee or personnel to utilize account for their time in accordance with the method mandated by the County may result in automatic deductions and/or termination of the Contract for default by the Contractor.

9.16. Man Power Requirements (Evening Crew)

It shall be the responsibility of the Contractor to determine and provide the correct man-hours that are necessary to accomplish the requirements of this RFP solicitation in its entirety, within the prescribed time and to the satisfaction of the Dallas County representative. If the Contractor cannot accomplish the requirements of this contract with the number of personnel or man-hours, Dallas County will demand an increase in personnel and/or man-hours, at no additional cost, until the requirement(s) are met.

Any overtime resulting from the failure of the Contractor's employee to report to work or any other conditions caused by the Contractor shall be the responsibility of the Contractor.

9.17. The management and control of contractor employees/personnel in the performance of this contract shall be the responsibility and prerogative of the Contractor; however, the Contractor shall comply with the contract RFP solicitation requirements and Dallas County regulations concerning conduct of employees/personnel.

Dallas County will not intervene in any internal disputes between Contractor and employees/personnel or Contractor and Supplier. Contractor's employees are not employees of the County and have no recourse from the County.

9.18. Staffing and Employees/Personnel

Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, and training. Duties shall include, but are not limited to:

9.18.1. Project Site Manager

- 9.18.1.1. The Contractor shall designate in writing to the County's Contract Manager, the name of the person assigned as the Contractor's Project Site Manager with full authority to administer the terms of this contract.
- 9.18.1.2. The Contractor's Project Site Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Site Manager. This representative shall be accessible 24 hours per day, seven days per week and 365 days per year.
- 9.18.1.3. The Project Site Manager is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by the Contractor and the County in the performance of their respective obligations.
- 9.18.1.4. The Project Site Manager shall provide a written response to Dallas County Contract Manager or his/her designee no later than the end of the correction time period stipulated in the Non-Performance or Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the Dallas County Contract Manager or Building Inspector and the Contractor's Representative to ensure that they have been completely resolved. Contractor's written and signed response will be made a part of the file. Failure to provide a written response will result in withholding payment.
- 9.18.1.5. The Project Site Manager is responsible for the scheduling and management of work to be performed as detailed in RFP solicitation requirements.
- 9.18.1.6. The Project Site Manager or the Designated On-Site Working Supervisor(s) must be on-site during all shifts (day and night).
- 9.18.1.7. The Project Site Manager or the Designated On-Site Working Supervisor(s) shall verify the cleanliness of the buildings/facilities in accordance to the cleaning task and frequency chart tables requirements prior to releasing shift employees/personnel each day.
- 9.18.1.8. The Project Site Manager or the Designated On-Site Working Supervisor(s) must be able to read, write, speak, and understand English. The English language is essential to permit discussion of Dallas County's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations.
- 9.18.1.9. The Project Site Manager or the Designated On-Site Working Supervisor(s) shall meet in conference with the County Contract Manager or his/her designee at a time to be specified for administration of work, including review of weekly inspection reports per building/facility.
- 9.18.1.10. Parking Pass (when applicable): Dallas County will approve one (1) parking pass card for the Project Site Manager or the Designated On-Site Working Supervisor for use within the facility/complex, this card will be managed by the Dallas County Contract Manager or his/her designee and will be strictly utilized to conduct business associated with this contract only.

9.18.2. Supervisory Employees/Personnel

- 9.18.2.1. Contractor's site supervisor shall be qualified and trained
- 9.18.2.2. Supervisor(s) shall be responsible for monitoring personnel activities and working with designated County staff to resolve deficiencies or issues with respect to the Services.
- 9.18.2.3. The supervisor will be responsible for instructing and training the Contractor employees/personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by the Contract and as specified herein.
- 9.18.2.4. The supervisor(s) will provide continuous inspection and supervision of the work during the entire time staff is located within the building/facility. This means that a supervisor must be on-site in the building/facility with the workers during the entire cleaning shift (day or evening).
- 9.18.2.5. Supervisor(s) shall respond to questions, complaints and requests from Dallas County Contract Manager or his/her designee
- 9.18.2.6. Supervisor(s) shall be responsible for addressing any and all needs associated with the performance of the contract. This shall include emergency supply deliveries, impromptu site inspections, receiving and relaying reports of broken items, and any other duties deemed necessary by the designated Dallas County Contract Manager or his/her designee.
- 9.18.2.7. Supervisors shall carry pagers and/or cell phones provided by Contractor and respond to occupant requests for services and emergencies within 15 minutes when paged by Dallas County Contract Manager or his/her designee
- 9.18.2.8. Supervisor(s) shall verify the cleanliness of the buildings/facilities in accordance to the cleaning task and frequency chart tables requirements prior to releasing shift employees/personnel each day.
- 9.18.2.9. Supervisor(s) must be able to read, write, speak, and understand English.
- 9.18.2.10. Supervisor(s) shall plan, schedule and assign work to all of the Contractor's employees/personnel.
- 9.18.2.11. Supervisor(s) shall make inspections to review work in progress and inspect to ensure completion.
- 9.18.2.12. Supervisors shall ensure that the County's requirements pertaining to the security of buildings/facilities are met and that Contractor's employees comply with safety regulations.
- 9.18.2.13. Supervisor(s) shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping damp mopping, dust mopping, shampooing, etc.
- 9.18.2.14. Supervisor(s) shall enter and maintain periodic tasks in a janitorial/custodial logbook and check supply levels.
- 9.18.2.15. Dallas County Contract Manager may request the Contractor remove any supervisor due to the poor performance of the supervisor as determined by the Contract Manager. The Contractor shall provide the Contract Manager with a list of the names and emergency telephone numbers of any and all supervisory personnel assigned to the Contract. It shall be the responsibility of the Contractor to keep this list up to date.

9.18.3. On-Site Daytime Janitorial Cleaning Porter (When Required)

- 9.18.3.1. Daytime Janitorial Cleaning Porter will be required to work-up to eight (8) per day, excluding lunch, Monday through Friday (excluding County observed holidays) between the hours of 7:00 a.m. to 4:00 p.m. at the designated property/facility location as scheduled and/or assigned by Dallas County Contract Manager or his/her designee
- 9.18.3.2. Daytime Janitorial Cleaning Porter will also be responsible for all morning and daytime janitorial services as outlined in the daily cleaning task schedule and tables. These services shall be provided five (5) days a week, Monday through Friday. Services shall include but not be limited to: cleaning and restocking of all restrooms, resolving biohazard situation (as needed), clinics, labs, lobby/waiting areas, break rooms, removal of all trash and debris throughout the building or as indicated in the Required Cleaning Task and Frequency Chart Tables.
- 9.18.3.3. Continually maintaining cleanliness of and restocking restrooms.
- 9.18.3.4. Respond to emergencies and other janitorial service duties as assigned including biohazard situations.
- 9.18.3.5. Attend all day time inspection meeting and coordinate all instructions and requirements to Project Site Manager or the Designated On-Site Working Supervisor and evening cleaning crew.
- 9.18.3.6. Empty outside waste receptacles, police trash around building entrances and to the curb of the premises, collect and remove trash from the building and cigarette urns, with special attention to conference rooms, lobby/reception areas, glass doors, etc., and responding to emergency cleanups.

9.18.4. Personnel/Employee (Day and Night Crew)

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the County, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Contract Manager immediately in writing of all changes on contract personnel by submitting name, effective date of employment or termination. When in the opinion of the County, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied. The day and night crew will performed the services as outlined in the cleaning task and frequency chart and other duties as assigned associated with janitorial cleaning services.

9.18.5. Employee/Personnel Roster List

Contractor shall provide to the County Contract Manager an accurate list of all employees/personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. The roster list data shall indicate employee/personnel by building(s)/facility in which they are assigned to work, shift and must include full names, position title, telephone numbers, pager number and copies of current background checks and drivers licenses. Changes and updates to the list shall be reported, in writing, to the County's Contract Manager within one working day. Employees/Personnel terminated by the Contractor shall be reported the same day to the County's Contract Manager, unless it is after hours, then the next business morning shall be acceptable.

9.18.6. Back-up Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff and must be able to read, write, speak, and understand English.

9.18.7. Removal of Staff

The County requires the Contractor to remove all Contractor personnel from County property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. It is the responsibility of the Contractor to provide the proper training for their employees. The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement.

Any violation of these rules, or those established by the County, by the Contractor's personnel shall result in the removal of the employee from this contract.

9.19. Contractor's Personnel/Employees Conduct

Certain conduct cannot be tolerated and are prohibited on County premises, facilities, buildings or properties at any time. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:

9.19.1. Contractor employees/personnel shall present a professional appearance and shall be neat, clean, well groom and properly uniformed, and shall conduct themselves in a courteous and respectable manner while on any and all County facility or property;

9.19.2. Employee/Personnel shall be of good integrity and character;

9.19.3. Contractor's employees/personnel shall be prohibited in the use or possession of the following items while working on County premises: guns, knives, other weapons, alcohol and/or control substances. Any employee/personnel violation this policy shall be removed immediately from Dallas County facilities, building property or premises and replaced with acceptable personnel;

9.19.4. Contractor's employees/personnel shall not be under the influence of alcohol or illegal drugs while on Dallas County the property or in the building. Neither shall the Contractor allow the use or presence of alcohol or illegal drugs on the premises or in the building during work hours unless they are legal prescribed to the named employee/personnel providing service under this contract. Any employee/personnel violation this policy shall be removed immediately from Dallas County facilities, buildings, properties or premises and replaced with acceptable personnel;

9.19.5. Unauthorized use of County's employees' personal property;

9.19.6. Unauthorized reading and disclosing of material of documents available in the facilities, buildings, or properties the County;

9.19.7. Unauthorized use of office equipment, typewriters, scanners, computers, copy machines, fax machines, or other electronic devices;

9.19.8. Unauthorized use of telephones including the use of non-pay telephones for any purpose other than emergency cases;

9.19.9. Disturbing boxes, materials, or papers on or under desks and floors unless they are clearly identified, marked or designated as trash by the employee;

9.19.10. Opening desk drawers or file cabinets;

9.19.11. Theft, abuse or misuse of supplies or equipment at any location in the facility;

9.19.12. Verbal or physical abuse of any person, either employee, visitor or otherwise;

9.19.13. Failure to follow specific security instructions;

9.19.14. Deliberate or habitual failure to follow safety instructions;

9.19.15. Consuming food or beverages in unauthorized areas such as office areas;

9.19.16. All "No Smoking" ordinances, rules and policies shall be strictly observed in the building/facility and included as a part of this janitorial services contract; and

9.19.17. All found items including personal property shall be turned in immediately to the Contractor's Supervisor. The supervisor shall return the item(s) to the Contract Manager or Security Station representative for handling instruction.

9.19.18. Dallas County reserves the right to request removal of any of the Contractor's supervisor or employees from the facility /building at any time for reasonable cause. The Contractor or the designated supervisory representative shall remove such employee from the facility premises upon receipt of such request. Contractor is responsible for any costs that may occur as a result of an employee of the Contractor being removed by the County.

9.20. Unauthorized Personnel

The Contractor's employee or personnel shall not to be accompanied on County's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The County prohibits teenagers, minors, or children from working in County-building/facilities under this Contract. Unauthorized persons discovered on the County's premises will be immediately escorted off the property immediately and are grounds for termination.

9.21. Employee Training and Safety Requirements

Contractor's employees/personnel shall be trained in the following areas, prior to being assigned to work under this contract:

9.21.1. Employees/Personnel employed by the Contractor shall be fully trained and skilled in safe and proper janitorial/custodial housekeeping cleaning procedures and techniques.

9.21.2. Contractor employees/personnel shall present a professional appearance and shall be neat, clean, well groom and properly uniformed, and shall conduct themselves in a courteous and respectable manner while on any and all County facility or property;

9.21.3. Safety Program Training Contractor shall ensure employees/personnel providing service under this contract have completed a safety program. This program shall include at a minimum, detailed training procedures in the following:

9.21.3.1.Reducing and preventing ergonomic injuries

9.21.3.2.Safe work habits

9.21.3.3.Safe use of cleaning chemicals (right-to-know) MSDS Sheets

9.21.3.4.Safe and proper disposal of chemicals

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

9.21.3.6.Recognizing hazardous or other materials

9.21.3.7.Ensure that employees/personnel are trained on the building/facility evacuation plan

9.21.4. Equipment Training Contractor shall ensure employees/personnel are qualified to operate janitorial/custodial equipment before assigning employees to tasks that require use of the equipment. The contractor shall maintain records of each individual's training and certifications. The contractor shall ensure that all employees are properly trained in the application and mixing of chemicals used.

9.21.5. Biohazard Training: Contractor employees/personnel providing services under this contract shall be trained in biohazard and biological waste (blood-borne pathogens) collection, disposal and clean up in blood borne pathogen clean-up in accordance with all applicable industry standards and requirements pertaining to the handling and disposal of biohazard waste, biological waste and infectious waste materials.

9.21.6. Asbestos (Safety Requirements): The County of Dallas has established policies for administering, governing and implementing procedures for a county-wide asbestos program. The purpose of this policy is to identify and control potential hazardous exposure to asbestos fibers that may be contained in/on surfaces that are currently cleaned or serviced by janitorial /custodial contractor(s).

No contract employee/personnel shall knowingly undertake any cleaning work and/or remove/dispose of any material(s) that may be considered to be of an asbestos nature. A County Representative will notify the Contractor of all County projects (renovation, etc.) that may impose upon the Contractors cleaning tasks/schedule.

9.21.7. Contractor will ensure documentation of all training is provided to the Contract Manager upon request with all employees lists kept up to date as turnover occurs. The records by Contractor should indicate the training and certification type by each individual employee/personnel assigned to contract.

9.22. Biohazard Services

Contractor must comply with all Federal, state, local, and industry standards pertaining to the handling and disposal of Biohazards and related materials. Biohazard services will include, but shall not be limited, to the following activities:

9.22.1. Resolve biohazard situations as needed

9.22.2. Maintenance and disposing

9.22.3. Removal and disposing of any materials or product deemed biohazard to include human bodily fluids - blood, vomit, urine, feces, saliva and other potentially infectious material

9.22.4. Contractor will submit to Dallas County a Biohazard plan for review and approval prior to start of services.

9.23. Fire Protection and Prevention

- 9.23.1. Contractor shall comply with all fire protection measures prescribed in the City Fire Code and Dallas County.
- 9.23.2. All sweeping compounds, dust cloths, mop treating materials, and floor treatment materials (exclusive of waxes) shall be products which are free of spontaneous heating tendency. Listing of these products as free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting these requirements.
- 9.23.3. All products stored on County property must be labeled with Hazardous Warning Data labels as required by the Federal and State of Texas Waste Regulations.
- 9.23.4. All electrical appliances, cords and extension cords shall bear the UL approved tags.
- 9.23.5. Contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition, such as, but not limited to steam pipes and high wattage lamps and etc.
- 9.23.6. Contractor shall not store contaminated buckets, mops, cloths, and brushes that may be subject to spontaneous combustion.
- 9.23.7. Contractor shall store used wiping cloths and treated dust mops in covered metal containers. Employees/Personnel shall be required to collect contents of ashtrays in metal containers separate from regular collection containers.

9.24. Safety Precautions

Contractor is required to strictly adhere to all safety precautions, regulations and requirements. Safety shall be a top priority and the Contractor is required to train its staff on how to handle materials, equipment, supplies, and processes to maximize the safety of the cleaning staff, the County staff, and of the general public within the buildings/facilities. This includes, but is not limited to, ensuring all floor surfaces are not slippery, that no trip hazards are left, that no corrosive chemicals are left on surfaces, etc. The Contractor shall maintain suitable practices, methods, and procedures designed specifically for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the Contractor. In the event of an accident resulting from the negligence of the Contractor, the Contractor shall be fully liable for injuries caused to affected persons and/or property. It is expected that the Contractor will train its staff with respect to safety precautions and maintain a safe working environment on County premises.

9.25. Building Security

- 9.25.1. Contractor shall be responsible for safeguarding all County property provided for contractor use. At the end of each work period, all County buildings/facilities shall be secured.
- 9.25.2. Security Log: Contractor's employee/personnel must sign-in and sign-out at the Security Station at each location/facility where guards are in place daily. No employee is allowed to sign-in/ sign- out for other employees/personnel providing services under this contract. Failure to sign-in/sign out on a daily basis may result in none payment of services for that day.
- 9.25.3. All Contractor employee/personnel are required to provide proof of identify when requested to so by County personnel.

- 9.25.4. At no time shall Contractor Employees/Personnel violate building security by propping open doors or windows and leaving them unattended
- 9.25.5. Contractor's employee/personnel shall immediately report to their supervisor and Dallas County Security Department at 214.653.7000 problems dealing with unauthorized or suspicious persons, conditions, indicating theft, break-in or vandalism and building system failures.
- 9.25.6. Contractor's employee/personnel shall keep all doors and gates locked while working in the building. At "no time/any time" doors at any building being serviced under this contract should be left un-locked or propped open to allow entry later. Keys shall not be left in the doors.
- 9.25.7. Contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work required in those areas. The contractor shall not allow non-assigned individuals to accompany his/her personnel within County buildings/facilities.
- 9.25.8. Contractor's employee/personnel shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its personnel or employees enter other areas of the facility not specifically included in this Contract for janitorial services.
- 9.25.9. Contractor's employee/personnel shall check all windows, gates and doors for proper closure and locking, turn-off all lights on all floors except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility. All exterior doors must remain locked after 5:00 p.m.
- 9.25.10. At no time shall Contractor Employees/Personnel violate building security by propping open doors or windows and leaving them unattended.
- 9.25.11. Dallas County Security reserves the right to inspect any and all packages, bags, or boxes entering or leave the building/facility.
- 9.25.12. Alarm/Security System
- The work area may be protected by limited access security/alarm systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by the Contractor and will be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Contractor shall be provided with an alarm access code to activate and deactivate the building alarm system.
- 9.25.12.1. Contractor is responsible for deactivating the alarm system upon entering the buildings and activating the alarm system upon completion of their work each day.
- 9.25.12.2. Contractor shall ensure that all secured rooms and exterior doors are locked upon completion of daily cleaning services and prior to activating the building alarms.
- 9.25.12.3. Failure to activate building alarms or lock secured rooms and exterior doors will be grounds for contract termination.

9.25.12.4. Contractor's accidental trigger of building alarm resulting in a police response will be charged \$100.00 per incident, plus city surcharges

9.25.12.5. Failure to activate building alarms or lock secured rooms and exterior doors will be grounds for contract termination.

9.25.13. Keys and Access Cards

9.25.13.1. Floor master keys, room keys, interior building/facilities keys and access cards must remain on the premises at all times.

9.25.13.2. Contractor shall report immediately lost, missing, misplaced, or stolen keys and access cards to the Contract Manager or his/her designee.

9.25.13.3. Contractor shall be liable for all costs associated with re-keying including locks, re-issuance, or programming of keys or access card keys, which result from the loss or compromising of keys (duplicate) or access card keys, by contract personnel. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the County with the total cost deducted from the Contractor's monthly payment.

9.25.13.4. Contractor or his/her designee representative shall sign for all keys and/or access cards of awarded buildings/facilities. The contractor shall establish and implement key control methods to ensure keys/access cards issued to the contractor by the County are not lost or misplaced and are not used by unauthorized persons.

9.25.13.5. No duplicate keys or access cards will be made by Contractor. If a duplicate is made, Contractor will be liable for all costs associated in changing locks, re-keying, and re-programming.

9.25.13.6. All keys and access cards must be returned within three (3) business days upon termination or at end of contract period. Failure to return the keys within the time period designated will result in a deduction of fifty dollars (\$50.00) per day for each outstanding issued key by Dallas County and/or the actual cost for replacing building locks and keys plus Dallas County personnel labor cost. All deductions associated with this requirement and/or service will be made from the awarded Contractor final invoice.

9.25.14. The misuse of any Contractor issued ID cards, Access Control Card, keys or alarm codes by the Contractor or any employees/personnel of the Contractor shall be considered as failure to comply with building security requirement of this contract and shall be considered grounds for termination of the contract.

9.25.15. Incident Report

All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Dallas County Contractor Manager or his/her designee by telephone within twenty-four (24) hours of the occurrence.

9.26. Recycle Program

The Contractor shall do the following:

9.26.1. Empty all desk side recycle boxes, bins and/or containers daily located at each desk. All collected recycling material should be placed in specific recyclable totes or collection containers in each department

9.26.2. Flatten cardboard boxes marked trash and deposit in the designated recycle container daily.

9.26.3. Pick-up all full recyclable totes or containers to the designated pick-up or staging area locate within each facility/building. Return emptied totes or containers to original locations.

9.27. Energy Conservation

Contractor shall instruct all employees/personnel performing services under this contract to utilize methods and best practices which reduce energy consumption including:

9.27.1. Only use lights in the areas that work is being done.

9.27.2. Turn off lights when work is completed in an area

9.27.3. Turn off the lights in vacant or unoccupied areas.

9.27.4. Do not adjust mechanical equipment controls for heating, ventilation or air-conditioning systems.

9.27.5. Turn off water faucets or valves after required usage.

9.28. Quality Assurance

9.28.1. Dallas County Contract Manager or his/her designee shall contact the Contractor by telephone, fax, or email to notify them of performance issue, complaint of substandard work and unacceptable condition(s). The Contractor Project Site Manager or the Designated On-Site Working Supervisor shall respond and correct within 1.5 hours from time of initial notification to correct performance issues, substandard work, deficiencies, and/or unacceptable condition(s) and provide the Contract Manager a written response of the corrective actions taken before the close of business day. The response shall include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems.

9.28.2. Dallas County Contract Manager or his/her designee shall maintain a log of incoming complaints and performance issues whether they are written, oral or telephone.

9.28.3. Communication Log: The purpose of this log is to be used as a communication device between the supervisor and the Contract Manager on pending issues. The communication log will be provided by the Contract Manager and will provide the following information:

- | | |
|-----------|--------------------------|
| 9.28.3.1. | Date |
| 9.28.3.2. | Time of notification |
| 9.28.3.3. | Complaint and/or request |
| 9.28.3.4. | Received by |
| 9.28.3.5. | Location/room number |
| 9.28.3.6. | Communication |
| 9.28.3.7. | Response |
| 9.28.3.9. | Completion date |
| 9.28.3.9. | Signature |

9.29. Non-Conformance/Non-Performance

In the event the Contractor does not fulfill to requirements under the Contract, or in cases where the Contractor fails to respond, complete work or correct the substandard or deficient problems within one and half (1.5) hours from notification by Dallas County Contract Manager his/her designee, the County reserves the right, in its sole discretion:

- 9.29.1. Immediately complete the work through the use of County employees and/or to hire a separate contractor to complete the work;
 - 9.29.2. Deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor.
- 9.30. Payment Adjustment Information (Liquidated Damages)
- 9.30.1. Deduction for Non-Performance

It is the objective of Dallas County to obtain full cleaning performance and services in accordance with the requirements of this specification. To this end, Dallas County requires complete performance of the tasks identified in this specification. Failure to satisfactorily accomplish such requirements, where due to the carelessness, neglect, or fault of the Contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the "Criteria for deductions" and "Deduction Table" sections below. In that substandard performance is just as undesirable as non-performance, and the cost of correcting substandard performance may equal, or exceed, the cost of initial cleaning, the "Criteria for deduction" and the "Deduction Table" sections control in all cases, as distinguished from any estimates based on the Contractor's quoted proposal price, or his/her probable cost, had he/she performed the work.

9.30.2. Criteria for Deductions

- 9.30.2.1. Rooms/Office Cleaning: In instances where room cleaning has not been satisfactorily performed, or where any portion(s) of work has/have been omitted or inadequately performed, a deduction for the entire room area will be made at the rate indicated in the Deduction Table.
- 9.30.2.2. Restroom cleaning and restocking: In instances where restrooms are not satisfactorily restocked with soap and paper supplies, cleaned or policed and serviced as determined by Dallas County, deductions will be made for the entire rooms, including water closets, urinals and lavatories at the rate indicated in the deduction table.
- 9.30.2.3. Work required daily or weekly: In the case of failure by the Contractor to perform work required daily or weekly (to include securing the facility), or if any operation is omitted or unsatisfactorily performed the attention of the Contractor shall be called to this failure or omission, and a deduction will be made covering the cost of the service omitted or not satisfactorily performed from any monies due to become due the Contractor. Costs to be deducted under this paragraph will be determined by using item unit costs shown in the Deduction Table.
- 9.30.2.4. Work required bi-weekly, quarterly or semi-annually: In the case that services scheduled for performance bi-weekly, quarterly, or semi-annually are omitted or not satisfactorily performed when scheduled, Dallas County shall, in writing, call to the attention of the Contractor this failure or omission and request that the unperformed work be completed within such time as Dallas County deems reasonable. If the Contractor does not comply with the request within such time as Dallas County deems to be reasonable, the work may be performed by other means, and the cost thereof will be deducted from any money due or to become due the Contractor. If the omitted or unsatisfactory work cannot be accomplished by other means, a deduction covering the cost of service omitted or unsatisfactorily performed work will be made from any monies due or to become due the Contractor. Costs to be deducted under this paragraph will be determined by using the unit costs shown in the Deduction Table.
- 9.30.2.5. All other work (miscellaneous work): Any other omitted or unsatisfactory work not specifically listed above or which does not clearly fall into one (1) of the above

categories will be deducted for at the hourly rate indicated on the Deduction Table multiplied by the hours requested to perform the omitted or unsatisfactory work.

- 9.30.2.6. Failure to provide supervisory man hours: In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for direct supervision as specified in the contract, deductions would be made in accordance with the Deduction Table. Deduction for minimum daily supervision man hours not furnished shall be computed on a daily basis. Minimum daily supervisory man hours not furnished by the Contractor on any given day may not be made up on a subsequent day.
- 9.30.2.7. Failure to secure facility: In the event the Contractor, for any reason whatsoever, fails to secure designated interior spaces or the exterior entrances/exits of a facility after normal business hours, deductions will be made in accordance with the Deduction Table.

9.30.3. Deduction Table

9.30.3.1.	Failure to meet Daily Task Requirements:	\$10.00 per task
9.30.3.2.	Failure to meet Weekly Task Requirements	\$20.00 per task
9.30.3.3.	Failure to meet Monthly Task Requirements	\$50.00 per task
9.30.3.4.	Failure to meet Quarterly Task Requirements	\$100.00 per task
9.30.3.5.	All other work omitted or unsatisfactorily performed and failure to provide minimum man-hours will be deducted at the rate of:	\$15.00/hour.
9.30.3.6.	No MSDS sheets OSHA violations	\$10.00 per incident
9.30.3.7.	No Contractor Photo ID Badge or County	\$5.00 per incident
9.30.3.8.	Lost Key and Lock Replacement	Cost of Service
9.30.3.9.	Building Re-Key Replacement	Cost of Services + Dallas County Personnel Labor Cost
9.30.3.10.	Failure to Returns Keys	\$50.00/per key/per day
9.30.3.11.	Lost, Stolen, Replacement or Failure to Return County issued ID badge	\$10.00/per badge
9.30.3.12.	If any of the on-site daytime janitorial cleaning porter fail to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate listed in contract x amount of time missed (no partial time will be considered).	
9.30.3.13.	Failure to secure the exterior entrances/exits and gates shall be deducted at the rate of one twentieth (1/20) of monthly location price plus fifteen (15) percent for each twenty-four (24) hour period or portion thereof, that facility is unsecured.	
9.30.3.14.	Failure to secure all interior doors and all unoccupied spaces or communicate the inability to secure all interior doors and all unoccupied spaces will result in a \$100 deduction for the first occurrence. Additional occurrences will result in an increase of \$100 per occurrence. Repeated failure to maintain a secure facility when providing janitorial services shall serve as cause for termination of contract.	

9.30.3.15. Failure to activate/deactivate building alarms \$100.00 per incident, plus city surcharges

9.30.3.16. Deduction for Non-Submission of Weekly Sign-In/Sign-Out Forms, Reports, Plans and Schedules: Failure to submit plans and schedules as required in the specifications, may result in a 20% withholding of the daily amount due the Contractor for each day the proper schedules are not provided.

9.30.4. Adjusting Payments: Payments will be made upon receipt of invoice on a calendar month basis in arrears. There will be a one (1) month delay in adjusting amounts of payment when deductions are made for unsatisfactory performance or work not performed. For example, deductions for substandard performance or work not performed during June will be made from the payment for July's service.

9.30.4.1. Dallas County will inform the Contractor in writing of the type and dollar amount of proposed deductions.

9.30.4.2. Contractor may, within seven (7) days excluding County holiday of receipt of the notification from Dallas County of the proposed deductions, present to the Dallas County specific reasons why any of the proposed deductions are not warranted. Reasons must be solidly based, and must provide specific facts, which justify reconsideration and adjustment of the proposed amount to be deducted. Failure to respond within the 7 day period may be construed as acceptance of the deductions proposed.

10.0 COUNTY'S RESPONSIBILITY

10.1. Dallas County will provide reasonable storage space(s) for Contractor to use that will be necessary for the performance of the services required herein. Contractor shall store all supplies, materials and storage areas and janitorial/closets designated by the County. The use of such rooms shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the vendor. Dallas County will not be responsible in any way for the contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident. Contractor agrees to keep storage space clean at all times and comply with all applicable fire regulations and OSHA requirements.

Dallas County will have access to the rooms for the purpose of inspection for compliance to fire, health, and any other applicable regulations.

10.2. Contract Administration

Dallas County Facilities Management Department staff will be responsible for managing the contract. The Contract Manager or his/her designee shall serve as the liaison between the County and Contractor and shall have the authority to:

10.2.1. Approve periodic cleaning service schedule

10.2.2. Perform inspections of each area to ascertain compliance to the specifications

10.2.3. Give direction to the Contractor and monitor Contractor's performance to ensure complete and acceptable performance of the contract

10.2.4. Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.

10.2.5. Approve invoice payments for completed services in accordance to specification requirements.

10.2.6. Authorize payment adjustable due to non-performance

10.2.7. Identifying any breach of contract and notifying Purchasing staff of any deficiencies and non-performance issues.

11.0 MANDATORY REQUIREMENTS

- 11.1 Proposer must supply documentation supporting that they meet the Mandatory Requirements and should provide the references so that County can confirm qualifications.
- 11.2 Proposer shall have been actively engaged in the business of providing successful performance of commercial janitorial cleaning services as herein specified for at least the past three (3) years.
- 11.3 Provide a minimum of five (5) references of which that the Proposer provided similar janitorial cleaning services in facilities of size (300,000 square feet or greater) and scope as described in this RFP solicitation during the last three (3) years period. Bidder must complete in its entirety Dallas County reference form "no substitution forms" are allowed.
- 11.4 Proposer shall have experience in providing commercial janitorial cleaning services at a minimum of five commercial facilities of which at least two (2) must be presently being cleaned. Each of the presently cleaned facilities must meet the following criteria:
 - Contain a minimum of 300,000 square feet or greater (one building/facility/or entire complex at the same physical address location);
 - Have an average annual pedestrian traffic of approximately 4,000 per day
- 11.5 Proposer shall have in their direct employ, upon commencement of the contract, the necessary organization of properly trained and qualified employees and supervisors to fulfill all of the provision of these specifications.
- 11.6 Proposer shall demonstrate its ability to organize and manage janitorial services projects at multiple sites.
- 11.7 Proof of insurance as required
- 11.8 Proof of Financial Condition: Bidder will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. Financial statements will be kept confidential, if so stamped on each page.

12.0 SCOPE OF WORK AND OTHER REQUIRED SERVICES

- 12.1. It is the objective of the County to maintain a standard of cleanliness and performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the County is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with Section 9.30

Janitorial services should be carried out in a routine, predictable manner that is standardized throughout the County. These specifications are intended to indicate an acceptable level of service,

cleaning and professionalism to be provided by the Contractor. Specifications set forth are meant to be general guidelines. They are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings or properties, shall be included as though written into these specifications. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, BOMA and JCAHO standards will prevail

12.2. Plan of Work

12.2.1. Schedule of Daily/Weekly Work: Contractor will provide a monthly schedule of the daily and weekly work plan by area and floor level. Submission shall be made to Dallas County Contract Manager or his/her designee.

12.2.2. Schedule of Periodic Work: Contractor will provide a detailed periodic work plan in accordance with the specifications, listing the starting and completion date for each cleaning task. The frequency of cleaning listed in the specifications must be performed as specified unless modified in writing by the Dallas County Contract Manager or his/her designee. The plan will be required within (30) days of Contract award. Submission shall be made to Dallas County Contract Manager or his/her designee.

12.3. Contractor shall be responsible for instructing their employees in all safety measures. Janitorial/Custodial employees will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by floor cleaning operations. General safety requirements shall be complied with in all activities under this contract.

12.4. Accident Prevention

Contractor shall exercise proper precautions at all times for the protection of persons and property, and shall be responsible for all damages to persons or property onsite, which occur as a result of their fault or negligence in connection with contracted work. The safety provision of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. The above provisions would include OSHA Final Rule 29 CFR 1910.1030, OSHA Blood Pathogens Standard.

12.5. OSHA Guideline Compliance:

12.5.1. Material Safety Data Sheets: The successful contractor shall furnish to the Contract Manager or his/her designee copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the Facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Building/Facility, a copy of that product's MSDS must be provided to the Contract Manager or his/her designee, prior to the product being used in any Facility.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

12.5.2. Labeling of Hazardous Materials: Contractor shall comply with OSHA Regulation 1910.1200, paragraph f, concerning the labeling of all chemical containers.

12.5.3. Caution Sign: Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract. Wet Floor signs are to be placed at entrance areas during inclement weather.

- 12.5.4. OSHA Guidelines of Blood Pathogens: Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor is responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Manager or his/her designee.

Due to the nature of custodial/janitorial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Manager or his/her designee, upon commencement of this Contract.

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules will permit the County to immediately terminate this Contract without liability

12.6. Labeling of Supplies/Chemicals

Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state and county laws, ordinances, rules and regulations.

12.7. Slip Resistance

Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

12.8. County Furnished Property and Services

12.8.1. County Furnished Facilities. The county will provide storage space for janitorial/custodial supplies/equipment. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the contractor. Further, the County will assume no liability or responsibility for the contractor's compliance or noncompliance with such requirements. Before any modifications to this storage space are performed by the contractor at his or her expense, the Contractor must furnish the Contract Manager documentation describing, in detail, the modification requested. No alterations to the facility shall be made without specific written permission from the contract Manager. The contractor shall return the facility to the County in the same condition as received, fair wear and tear and approved modifications excepted. The building/facility shall only be used in performance of this contract.

12.8.2. County-Furnished Utilities: The County will furnish existing utility services, for contractor personnel use in those areas where janitorial/custodial services are provided including water, sewer and electric services. However, if contractor personnel require utility services that do not exist within the facility, or area of the facility, it shall be the Contractor's responsibility to provide such utility service. This shall be accomplished by portable or temporary means. The installation and removal of temporary or portable units shall be coordinated with the Contract Manager.

12.8.3. Pest and Rodent Control Services

12.8.4. Materials and Supplies: The County will provide bar and liquid hand soap for dispensers, toilet tissue, toilet seat covers, paper hand towels for dispensers, sand for urns and ashtrays

and biohazard kits/equipment. Contractor shall be responsible for restocking these items in dispensers as needed.

- 12.8.4.1. Contractor is responsible for the pick-up and delivery of all County furnished material and supply products from the Dallas County Maintenance Supply Room located at 113 Commerce Street at Justice Center - Basement Area, Dallas, Texas.
- 12.8.4.2. Once the products are picked up by your personnel, employees or staff all products shall be delivered to a designated storage area in each building being serviced under this contract within three (3) hours of pick-up. A signed receipt listing all items that were picked up at the Supply Room must accompany the delivered items. No partial delivery will be accepted. For example, if you picked up seven (7) cartons of toilet paper on Wednesday for Building XYZ, all seven cartons of toilet paper must be delivered to the designated storage area in the building within three (3) hours on the same day.
- 12.8.4.3. Contractor is required to maintain a product inventory list of the material and supply items furnished by Dallas County. The product inventory list will indicate: a) description of the item(s); b) quantities furnished by Dallas County; and c) building location(s) of disbursement. The product inventory list of all disbursements along with signed receipt(s) of the items that were picked up at the Supply Room shall be furnished to Dallas County on a monthly basis or as determined by Dallas County.
- 12.8.4.4. At no time shall the Contractor use any of the products furnished and supplied by Dallas County such as hand and liquid soaps, chemical cleaner, paper towels and other paper products to clean, wipe mirrors, commodes, glass, counter tops, etc... at Dallas County buildings/facilities not covered under this contract. The products furnished and supplied by Dallas County is for the replenishment of depleted stocks within Dallas County facilities covered under this contract only and should not be used for janitorial/custodial cleaning purposes.
- 12.8.4.5. Contractor shall provide a monthly usage report detailing breakdown of disbursement by building/facility of all the products and supplies furnished by Dallas County utilization. The itemize usage report must be turned in with monthly invoice. The report shall include a description of the items; quantity furnished/pick-up and date of pick-up.

12.9. Contractor Furnished Commercial Equipment and Tools

- 12.9.1. All necessary cleaning equipment including power driven floor scrubbing machines, back pack vacuum, wet and dry vacuum, HEPA floor vacuum cleaners, janitorial carts, ladders, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful (wear, tear and mar) to the Building/Facility or its contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repaired within twenty-four (24) hours.

The Proposer shall indicate on the "Equipment List" (Attachment B) the manufacturer and amount of equipment that they have available for use under the Contract. FAILURE TO COMPLETE THIS LIST MAY BE A BASIS FOR REJECTION OF THE PROPOSAL AS NON RESPONSIVE.

- 12.9.2. Tools: Brooms, all mops types (with clean mop heads), mop presses, dustless sweeping tools, buckets, sponges, squeegees, trash collecting receptacles, toilet bowl top (Johnny mop), push brooms, floor dust mop, hand scrub and window brushes, window squeegee, towel rags, mop buckets w/wringer, dust pans, wall and hand dusters (no feather duster should be utilized), gallon buckets, putty knife, wet floor caution signs. Contractor is responsible for all tools necessary to perform this contract.

12.9.3. Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor will be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Commercial extension cords are to be used with all equipment requiring electricity and must be in safe operating condition.

12.9.4. The County reserves the right to bar Contractor's equipment from use in County buildings if such equipment is adjudged unsafe, posing a health and/or safety hazard.

12.10. Contractor Furnished Supplies and Other Materials

All supplies and material furnished by the Contractor shall be made available for inspection and approval for use by the Contract Manager or his/her designee. Sufficient supplies to prevent out-of-stock situations shall be maintained on the job site at all times and made available to the Contractor employees for use in performance of required services. Once the supplies/materials are utilized, they become the property of Dallas County.

Only commercial quality cleaning supplies shall be used. All disinfectants shall be EPA registered and approved as effective against all Bloodborne Pathogens, including Hepatitis B and HIV.

The contractor is responsible for all supplies and materials necessary to perform the work required under this contract. They include but are not limited to the following mandatory chemicals and supplies.

- 12.10.1. Sanitizers
- 12.10.2. Furniture Polishes and Waxes
- 12.10.3. Germicides
- 12.10.4. Graffiti Remover
- 12.10.5. All Purpose Cleansers
- 12.10.6. Air Fresher (including batteries where applicable)
- 12.10.7. Gum Remover
- 12.10.8. Glass Cleaners
- 12.10.9. Carpet Cleaners
- 12.10.10. Carpet spot remover
- 12.10.11. Tile Cleaners
- 12.10.12. Toilet bowl cleaner and disinfectant
- 12.10.13. Fabric Cleaners
- 12.10.14. Deodorizers
- 12.10.15. Deodorant blocks
- 12.10.16. Dusters with handles to reach places
- 12.10.17. Urinal blocks and screens
- 12.10.18. Spray Buff
- 12.10.19. Top Coat Sealers
- 12.10.20. Penetrating Sealers
- 12.10.21. Hard Floor Cleaner
- 12.10.22. Hard Floor Finishes
- 12.10.23. Hard Floor Strippers
- 12.10.24. Plastic Trash Liners/Bags
- 12.10.25. Cleaning Towels/Rags/Sponges
- 12.10.26. Metal Polish
- 12.10.27. Lime and Scale Remover
- 12.10.28. Sanitizers
- 12.10.29. Trash can/bin liners (small, medium and larger)
- 12.10.30. Gloves
- 12.10.31. Sanitary Napkins/Tampons (for sanitary dispensers)(if operational w/lock)
- 12.10.32. Wheeled trash barrels for use during service hours

- 12.10.33. Other cleaning and maintenance supplies as needed by request
- 12.10.34. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.
- 12.10.35. No supplies shall be used that Dallas County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the Building/Facility, their occupants, contents, or equipment.
- 12.10.36. Protective clothing shall be furnished by the contractor to all their employees to perform their job Exposure Controls/Personal Protection normally identified on Material Safety Data Sheets will be followed and enforced
- 12.10.37. Current MSDS data sheets for all chemicals used for this contract shall be submitted before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. A notebook/ring binder containing all of the MSDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled MSDS on the front and side, and shall state the company's name. The MSDS sheets must match the chemicals in that location as well as those used during cleaning
- 12.10.38. All cleaning supplies, materials, and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended, be in good working order and shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The use of caustic or acid based cleansers will not be approved. Contractor shall not dilute chemicals or products past what manufacture recommended ratio specified unless prior approval is given by Dallas County. If products are found to be insufficient to remedy the problem, then Dallas County can request alternative solutions until solution is found.
- 12.10.39. All material, supplies, and equipment to be used by the Contractor shall not be harmful to the surfaces on which they used.
- 12.10.40. Five (5) days before contract start date, the Contractor shall submit to the Dallas County Contract Manager or his/her designee for approval a list of each item of supply or material to be used. The Contractor must supply all MSDS sheets for all supplies purposed.
- 12.10.41. Dallas County shall have the right to approve and reject the cleaning methods, materials, chemicals, supplies and equipment used by the Contractor.

12.11. Cleaning Activities Specifications and Standards

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. All services will be completed in accordance to task and frequency schedule stated in Section 12.12

12.11.1. Restroom Cleaning and Disinfecting

Contractor shall perform the following tasks for all restrooms covered hereunder:

- 12.11.1.1. Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.
- 12.11.1.2. Restroom cleaning shall include: sweeping, scrubbing and wet mopping (with clean water) all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, commodes, urinals, shelves, washbasins, doors, stall partition, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces

with germicidal and bactericidal cleansers. Clean water for mopping should be changed between each restroom.

- 12.11.1.3. Restrooms are considered clean when all areas are clean and free of stains, deposits, dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. All exhaust fans/vents in the restrooms shall be free of clinging dust and dirt after vacuuming.
- 12.11.1.4. Mirror and Chrome Cleaning: Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.
- 12.11.1.5. Water Hand Basin/Sinks Cleaning: All water hand basin/sinks will be cleaned with detergent solution. Use of scouring powder will be permitted only when necessary to accomplish cleaning. Abrasive will not be applied to plated hardware or other metal. Tops, hardware and cabinets will be wiped clean. Bleach used will be applied in strict accordance with the manufacturer's printed directions and recommendations and used only if approved by Dallas County Contract Manager. An overflow or spillage of cleaning solution or water on floors or walls will be removed and the surface left clean and dry.
- 12.11.1.6. Lavatories: Grease and dirt will be removed from all lavatory surfaces by using detergent solution. Chrome plated hardware will be cleaned with a clean, damp cloth. Care will be taken to prevent entrance of water between fixture and the wall during cleaning operations.
- 12.11.1.7. Fixture Cleaning and Disinfecting: Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.
- 12.11.1.8. Commode Cleaning: Surface shall not have any spots, rust or stains on the top or bottom of seat inside and outside of bowl including under the lid and tank lid. When cleaning the bowls, wash bowls inside and out with disinfectant detergent solution. Wash seat, top and bottom with detergent solution. Granulated urinal blocks and screens will be used in all commodes. Wipe outside of bowl and seat with clean damp cloth. Wipe tank and cover and flush mechanism and hardware with clean damp cloth. Plumbing connections shall be free of rust, spots or stains and troughs shall be free of debris.
- 12.11.1.9. Urinals Cleaning: The underside of the urinal fixture rim will be thoroughly cleaned with the proper disinfectant solution. All corrosion and incrustation will be removed from the drain holes in the bottom and back of all urinals. Granulated urinal blocks and screens will be used in all urinals. Outside surfaces will be wiped clean with a clean damp cloth. Plumbing connections shall be free of rust, spots or stains and troughs shall be free of debris.
- 12.11.1.10. Toilets – Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
- 12.11.1.11. Tile De-scaling: Tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all

- scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.
- 12.11.1.12. Ceramic Tile Floor/Wall Cleaning: Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.
- 12.11.1.13. Toilet Room Walls, Partitions and Woodwork: The accumulation of dirt on walls, partitions, ceramic tile and metal or wood surfaces will be cleaned and washed with the use of a sponge, warm water, and all- purpose detergent. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Manager. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges. A disinfectant should be used where necessary.
- 12.11.1.14. Shower Stalls (when applicable): Floors and walls of shower rooms will be cleaned in the same manner as toilet walls and floors.
- 12.11.1.15. All women's restroom sanitary napkin and tampon disposal containers shall be inspected, emptied, sanitized nightly and relined with fresh liners on the daily basis.
- 12.11.1.16. Sanitary Dispensers: Dallas County will provide sanitary dispensers for the feminine hygiene products located in the public restrooms. Contractor must supply and replenish napkins and tampons for use in the dispensers. Contractor is responsible for maintaining stock of products at all times. The dispensers can only be stocked with items in which they are designed for. All monies collected from the sale of the products become property of the Contractor. Price will be what the dispenser is set up/designed. Dallas County shall not be held liable for theft of any products or money stolen from these dispenser machines. Contractor is responsible for supplying all locks (pad lock, barrel lock, cabinet locks) and keys. Contractor is responsible for reporting nonoperational dispensers to the Dallas County Contractor Manager or his/her designee. Dallas County Facilities Management will be responsible for all repairs and/or replacement of defective dispensers.
- 12.11.1.17. Toilet Room Dispensers: Paper towels, toilet tissue, and soap will be checked and re-stocked daily. Contractor is responsible for refilling dispensers.
- 12.11.1.18. Deodorants and Disinfectants: Disinfectants may be used on toilet bowls, floors, partitions, and similar fixtures as necessary. Granulated Urinal blocks will be used in all urinals and commodes.
- 12.11.1.19. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible.
- 12.11.1.20. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop

water or mop heads that have been used to mop restrooms to mop offices or hallways

- 12.11.1.21. All automatic air freshener machines are to be checked and canisters replaced when empty including the replacing batteries as needed, making sure they are operational.
- 12.11.1.22. Plumbing: Shall be washed with a neutral soap solution or non-damaging germicidal detergent solution to remove deposits, stains, corrosion and odorous films. After cleaning, all plumbing surfaces shall be wiped dry and polished. Clean painted surfaces with soap and rinse clear.
- 12.11.1.23. Other duties: include trash removal, mopping floors, low dusting, high dusting, spot cleaning, glass cleaning, refilling dispensers, and restocking restroom supplies. Plastic trash receptacle liners must be replaced daily unless there is no trash in the receptacle.
- 12.11.1.24. Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper and seat covers. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new plastic liners. Open paper products will not be set on toilet lids, sinks, trash cans, or broken fixtures.
- 12.11.1.25. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

12.11.2. General Cleaning

- 12.11.2.1. Low Dusting: Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces. When inspected with a flashlight, there shall be few traces of dust on the surface.
- 12.11.2.2. High Dusting: Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, grills, and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces. When inspected with a flashlight, there shall be few traces of dust on the surface. (This activity may require ladder and a safety plan both to be furnished by Contractor).
- 12.11.2.3. Cleaning and Polishing Wood Surfaces: Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots. Millwork (wood veneers and solid hardwoods with catalyzed finishes) in courtrooms will be maintained with the required care (polish or cream). All wood surfaces shall be cleaned/finished in accordance with the manufacturer recommendations and instruction as needed. The following products and chemicals should never be used on millwork: Ammonia or products such as Windex which contain ammonia, silicone wood cleaners, wax products, abrasive cleaners or abrasive pads and petroleum cleaners.
- 12.11.2.4. Drinking Fountain Cleaning and Disinfecting: The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry, polished and have a uniform appearance. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, coffee grounds, and other foreign material, etc.), dirt, fingerprints, smudges, streaks, spots, mineral

deposits, stains and obvious soil. Wall areas around the fountains shall be free from water spots and streaks. Descaling of fountains to be performed to avoid any build up. Contractor employee/personnel shall report leaking, broken or stopped-up and overflowing fountains immediately.

- 12.11.2.5. Metal Cleaning and Polishing: Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime. All damaged or loose-fitting metal fixtures shall be reported by the Contractor employee/personnel immediately
- 12.11.2.6. Glass Cleaning: Clean all interior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
- 12.11.2.7. Window Cleaning: All entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of fingerprints, smudge marks, dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
- 12.11.2.8. Cleaning and Dusting Venetian Blinds and Mini-Blinds: Clean all Venetian/Mini blinds. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
- 12.11.2.9. Fixture Cleaning: Porcelain fixtures, for example, drinking fountains, wash basins, urinals, toilets, etc., shall be clean and bright, and without dust, spots, stains, rust, green mold, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.

Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. and nozzles free from encrustation (calcium, lime, rust, etc.)
- 12.11.2.10. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet the pile shall stand erect once vacuuming is completed.
- 12.11.2.11. Elevator/Escalator Cleaning: Clean all interior and exterior surfaces of elevators including walls, doors (interior and exterior) on each floor, door tracks on each floor. Clean all interior surfaces and polish bright metal in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming floor tracks and sweeping and mopping floors, stripping floors and buffing as required (not allowing dirt and debris to fall down the elevator shaft. All elevators/escalators should be free of trash and debris and stains and gum. Floors must present a uniform appearance in accordance with the standards listed above. Contractor will be required to clean all glass partition(s) on each floor where escalators are located.
- 12.11.2.12. Storage Space and Janitorial Closets Cleaning: All storage space areas and closets must be kept clean and orderly at all times. This storage space and/or

janitorial/custodial closet must kept clean, free of spills, stains, offensive odors, and organized at all times and must comply with OSHA guidelines. Any dirty mops or other types of wet materials shall be washed, cleaned, sanitized and dried after each use and stored in a way to prevent mildew, mold or any type of foul odor being discarded in storage area or closets.

Storage Space or Closet areas will not be utilized as a storage area for trash or flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of odors.

The floor/wall sinks, whether porcelain or stainless steel is to be kept clean, and polished at all times.

- 12.11.2.13. Emptying and Cleaning Waste Receptacles: All waste baskets, trash receptacles, garbage cans, cigarette butt receptacles (ashtrays, butt cans, etc.) and other trash containers in all offices, courtyards, entryways and docks, and other designated areas throughout the building/facility shall be emptied and returned to their proper locations. Waste receptacles will be wiped clean each time they are emptied and washed to a clean and sanitary condition as often as necessary. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Plastic trash receptacle liners must be replaced on the daily basis at all locations.

In food/eating areas, or if food containers, napkins etc. are disposed in any trash receptacle Contractor will also be required to wash inside and out, or steam-cleaned daily the trash receptacle or can. All trash shall be deposited in the nearest designated dumpster/collection site container provided by the County.

Trash receptacles of any type are considered to be satisfactory when no dirt, grime or food and drink residue remains on the inner or outer surface of the receptacles .

Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned. Area surrounding dumpster up to ten (10) feet must be kept neat and clean and free of debris.

- 12.11.2.14. Trash Removal Container Requirements: Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All trash disposals must be handled by using a brute trash container or similar type trash container with liner. Trash or trash bags shall not be dragged across any floor surface. Contractor is responsible for the cleaning of all floor surfaces and spills associated without utilizing the proper trash container. All containers used for trash collection must be cleaned inside and outside daily. Trash removal is considered to be satisfactory when no dirt, grime or food and drink residue remains on the inner or outer surface of the receptacles.

- 12.11.2.15. Trash/Waste Disposal

Collect and remove all refuse, debris, rubbish, trash (burnable and unburnable), and garbage, from premises, including from ash receptacles daily. Provide a protective floor covering on any floor where trash is placed when removing trash from the building. Trash must not be dragged on the floor or carpet. Torn bags must be placed in another bag to avoid spillage.

12.11.2.16. Policing: This job includes:

- o Picking up and removing all paper, trash, debris, empty bottles, gum and other discarded materials inside and outside of the building (excluding desk tops, tables, and other work surfaces),
- o Empty cigarette and trash receptacles
- o Maintaining wall hung and floor type trash receptacles in a neat and presentable condition; replace sand as needed in receptacles,
- o Removing gum, spots of tar, and other foreign substances from inside the building,
- o Sweep entrances, landings, steps and sidewalks
- o Cleaning drinking fountains and glass surfaces and
- o Mopping up wet areas caused by spillage, accidents, or inclement weather
- o Stock each restroom, break room and other areas with sufficient supplies to last until the next service. Contractor shall provide additional stock in a custodial closet for emergency purposes.

12.11.2.17. Contractor shall stock each restroom, break room and other areas with sufficient supplies to last until the next service. Contractor shall provide additional stock in a custodial closet for emergency purposes. Contractor shall post and maintain log to monitor supply usage.

Contractor should not leave additional or extra supplies on counters, toilet lids or on the floor unless prior approval is given by Dallas County Contract Manager or his/her designee.

12.11.3. Exterior Cleaning – Grounds and Sidewalks

12.11.3.1. The grounds and sidewalks around each of the building being serviced under this contract shall be kept free of litter. The areas within twenty (20) feet perimeter of the building shall be clean and swept as needed.

12.11.3.2. All trash and waste receptacles in courtyards, landings, steps, entryways, docks and other designated areas are to be emptied, cleaned and new plastic liners installed on a daily basis. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be washed inside and outside daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the trash and waste receptacles.

12.11.3.3. Ashtrays and Urns in entryways, courtyards, lobbies, landings, steps and corridors are to be emptied and cleaned on a daily basis. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required. Sand to be furnished by Dallas County when needed.

12.11.4. Break Room Cleaning

Empty all trash and waste receptacles in break room. Replace all waste can liners, Clean counter tops, sinks including drain, table tops, chairs, exterior of refrigerator, microwave oven, vending machines, and cupboards. All floors must be free from food, spills, grease, dirt, trash and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Vacuum carpet and/or dust and mop floor. Clean all doors, walls, vents, light fixtures with

appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers and make sure they are operational and functional.

- 12.11.5. Auditorium, Court and Conference Rooms: Will be cleaned daily, in addition to the general cleaning requirements particular attention must be paid to cleaning under non-moving benches, seating, landing, steps, dais, platforms, podium, etc... A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, chairs, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up, any debris removed, all chairs will be cleaned or vacuumed to remove loose hair, dirt and grime. Dust or wipe all tables and chairs.
- 12.11.6. Medical Clinic and Laboratory Area Cleaning (if applicable): Contractor must wear gloves at all times while working within the medical area. At no time is the Contractor to handle Medical Hazardous Waste. This waste must be handled by a separate medical waste management Contractor through the site manager. All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.

12.11.7. Emergency Services and Other Miscellaneous Duties

The Contractor is also responsible for the following duties, which are considered within the scope of services:

- 12.11.7.1. In the event the County requires emergency Services under the Contract, the County shall notify the Contractor by telephone of the need for such Emergency Services, after which the Contractor shall have two (2) hours unless otherwise specified to respond to the facility or location where the emergency Services are required. If the Contractor fails to respond to the facility or location within two (2) hours of the notification by the County, the County reserves the right, in its sole discretion: to hire a separate contractor to complete the work; and to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor.
- 12.11.7.2. Respond to complaints related to cleaning crew's work, water leaks and spills, etc. within the time frame specified.
- 12.11.7.3. Report fires, hazardous conditions, damage or broken equipment, dispensers, malfunctioning fixtures or building appurtenances and any other item that needs repair or replacement to the Contract Manager or his/her designee.

12.11.8. Floor Cleaning and Maintenance

- 12.11.8.1. Floor care and maintenance all carpeted and non-carpeted areas, stairs, stairwells, and foyers to entrances. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition. No chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables or window sills during cleaning operations. Base boards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during cleaning operations. All furniture and equipment must be returned to original position.
- 12.11.8.2. Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas

- 12.11.8.3. Removing Gum/Tar Etc.: Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.
- 12.11.8.4. Floor maintenance includes vacuuming/sweeping, damp mopping, scrubbing and stripping, application of sealant and floor finish and buffing required to achieve the above stated results. Floor finish is only to be applied to floor surfaces that have been thoroughly cleaned.
- 12.11.8.5. Floor Care Materials: All acceptable floor care materials used will be applied in strict accordance with the manufacturer's printed directions and recommendations and used only if approved by the Dallas County Contract Manager.
- 12.11.8.6. Removing Gum/Tar Etc.: Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.
- 12.11.8.7. Sweeping: Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture, or behind doors. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash, and no dirt shall remain where sweepings were picked up. When sweeping resilient tile, terrazzo or sealed concrete floors, treated dust mops shall be used and the sweeping operation shall be performed in a manner that no dust is raised. Straw brooms or push brooms may be used for sweeping exterior surfaces
- 12.11.8.8. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved or replaced. Movable office furniture, wastebaskets and easily moved items such as wall partitions or display cases shall be moved to vacuum underneath. These items shall be returned to their original location upon completion. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free of all visible litter, soil, lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet the pile shall stand erect once vacuuming is completed.
- 12.11.8.9. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately
- 12.11.8.10. Damp Mopping: Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned.
- All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor.

Water used to mop must be fresh and changed after cleaning each restrooms.

Used water must be disposed of in an appropriate janitorial sink. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

12.11.8.11. Spot Mopping: Spot mopping shall include the removal of stains caused by spillage to small areas of floor surface and when windows or doors have been left open causing rain, snow or sleet to be blown in, or other substances tracked in the building

12.11.8.12. (Excluding carpeted areas) All floors shall receive floor maintenance to include stripping of old wax and the application of a sealant and four (4) coats of floor finish to all floor areas. After receiving floor maintenance, the entire floor shall have a coating of floor finish having a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floor underneath. All moved items shall be returned to their proper position when all operations are completed.

12.11.8.13. Floor Finishing: The job of floor finishing includes the cleaning and applying of finish to hard floor surfaces per industry standards. Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
An approved polymer floor finish shall be used on asphalt, rubber, vinyl, linoleum and other resilient floor covering.

All wood surface floors shall be cleaned and finished in accordance with the manufacturer recommendations and instruction for each type of flooring (e.g. parquet, oak, etc.).

Hard surface floors such as brick, marble, ceramic, concrete, etc., an approved penetrating water base sealer shall be used. No harsh cleaners and sealers should be used on these floor surfaces. Only material that are neutral with a PH Factor between 7 and 10 should be used when scrubbing or mopping floors. Avoid all-purpose cleaners or soap containing water soluble, inorganic, or crystallizing salts, harmful alkali or acids.

Terrazzo Floor Surfaces: Buildings in which floor surfaces consist of marble-resin tile. Cleaning is vital to the life of this floor surface and must be carried out using neutral detergents diluted in frequently changed, clean water. Contractor shall only use approved floor finish disinfectant/detergent and chemicals designed for terrazzo flooring such as Hillyard's Re-Juv-Nal, Hillyard's Vindicator + and Hillyard's Hil-Phene and non-yellow acrylic polymer top coat sealer and penetrating sealer.

12.11.8.14. Scrubbing and Re-coating Floors: Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.

12.11.8.15. Stripping Floors: Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs, or marks.

12.11.8.16. Spray Buffing: A buffing machine shall be used with a synthetic spray buffer pad attached thereto, and the surface shall be buffed only enough to harden the

finish and bring the surface to desire uniform luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or solution used. Spray buffing solution shall not be applied to floors closer than six inches to baseboards or non-moveable fixtures, as the buffing brushes will carry enough solution to protect the six inch wide area.

- 12.11.8.17. Burnishing: Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited. Moveable fixtures, furniture, equipment, and entrance mats shall be moved during finishing and/or buffing operations and then replaced.
- 12.11.8.18. Stripping and Refinishing Hardwood/Laminate Floors: Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
- 12.11.8.19. Cleaning and Sealing Cement Floors: As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

12.12. Cleaning Task and Frequency Chart Requirements (Attachment A)

Contractor shall perform all services in accordance with the tasks at the frequencies listed in the Cleaning Task and Frequency Chart Requirements and other related services designated herein. The following list identifies the tasks and frequencies in which such tasks are to be performed in. All periodic tasks are as indicated.

13.0 OTHER REQUIREMENTS, TERMS, AND CONDITIONS

13.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of the RFP, and the selected Proposer's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract. The Contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

13.2 ENTIRE AGREEMENT

The Contract supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the parties with respect to the subject matter of the Contract. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both Contractor and County with formal approval by the Dallas County Commissioners Court.

13.3 BINDING EFFECT

The Contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

13.4 FORMAL REQUIREMENTS CONTRACT NECESSARY

Proposer agrees that any Contract resulting from this RFP and award will be the formal requirements contract between Proposer and County.

The RFP or any resulting award does not guarantee any acceptance of products or services and does not guarantee that any purchases of products or services will be made.

13.5 ORDER OF PRECEDENCE

In the event there is a conflict between the documents comprising the RFP and any resulting contracts, the following order of precedence shall govern: (i) the term/conditions in the body of any resulting Master Contract Agreement; (ii) the RFP; and (iii) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

13.6 FORCE MAJEURE

Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

13.7 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and **shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law,**

including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which County may be found jointly or solely liable.

13.8 ACCEPTANCE – REJECTION

County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of County.

13.9 COMPLIANCE WITH LAWS AND VENUE JURISDICTION

In providing Services required by this Contract, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations .

The Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

13.10 FISCAL FUNDING

Any agreement resulting from the RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been reduced or eliminated.

13.11 PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFP. Contractor shall maintain these licenses and permits in effect for the duration of this contract agreement. Proposer/Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract agreement.

13.12 LIABILITY AND OTHER INSURANCE COVERAGE REQUIREMENTS

13.12.1 Without limiting any of the other obligations or liabilities the Contractor at its own expense shall purchase and maintain liability insurance and shall likewise ensure that all of his Consultants, Subcontractors and their Sub-subcontractors (collectively own as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are carried out by the Contractor, by any Consultant, Subcontractor, or by anyone directly or indirectly employed by the Contractor or any Subcontractor, or by anyone for whose acts any of them may be liable. Contractor is responsible for payment of all deductibles and retentions associated with the claims filed.

13.12.2 As a condition precedent to commencement of any work, within ten (10) calendar days after the award or execution of the Contract, Contractors' shall furnish, to the Dallas County Purchasing Agent (at the same address given below under the Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Contract and any renewals:

13.12.2.1 Workers' Compensation Insurance: That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has

no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by Contractor. Contractor shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

	<u>Types of Coverage</u>	<u>Limits of Liability</u>
	<i>Workers' Compensation</i>	Statutory
	<i>Employer's Liability</i>	
	Bodily injury by Accident	\$500,000.00 Each Accident
	Bodily injury by Disease	\$500,000.00 Each Employee
	Bodily injury by Disease	\$500,000.00 Policy Limit
13.12.2.2	Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Consultants; (c) Products and Completed Operations; (d) Personal injury; (e) Contractual Liability; (f) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).	
13.12.2.3	Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million 00/100 (\$1,000,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.	
13.12.2.4	Fidelity Bond (Crime/Employee Dishonesty Liability Insurance Policy): Contractor shall maintain fidelity bond that provide coverage for a loss involving money, securities, employee theft, and other property committed by the fraudulent act of any employee with limits not less than \$100,000 each occurrence. (Note: A fidelity bond is a form of insurance that secures an employer up to the amount stated in the bond for losses caused by dishonest acts of its employees).	

If coverage is written .on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims -made and indicate the

retroactive date. This coverage shall be continuous and will be provided for five (5) years following the completion of the Contract.

13.12.3 Contractor agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 13.12.3.1 Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- 13.12.3.2 Provide for thirty (30) days' notice to County for cancellation, non-renewal or material change.
- 13.12.3.3 Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy.
- 13.12.3.4 Provide notice to County of any changes to policy.
- 13.12.3.5 Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- 13.12.3.6 Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard.
- 13.12.3.7 Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both (Court Order 2003-1792, September 30, 2003).

13.12.4 Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable RFP (Request for Proposal) number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the **Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202** within ten (10) calendar days of execution and/or renewal of the Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

- 13.12.5 All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.
- 13.12.6 All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of the Contractors.
- 13.12.7 Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon Contractors failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:
- 13.12.7.1 Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services;
 - 13.12.7.2 Withhold any payment(s) which become due to Contractor(s) until Contractor(s) demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - 13.12.7.3 At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
 - 13.12.7.3.1 Termination of this Contract
 - 13.12.7.3.2 Demand on any bond, as applicable;
 - 13.12.7.3.3 The right of County to complete this Contract by contracting with the "next low proposal." Contractors will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractors on demand; or
 - 13.12.7.3.4 Any combination of the above;
 - 13.12.7.3.5 Obtain such insurance and deduct from the payments to Contractor(s) the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor(s) nor any third party shall have any recourse against County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractors; and
 - 13.12.7.3.6 Any combination of the above
- 13.12.8 Contractor shall promptly advise County in writing of any claim or demand, against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Contract.

- 13.12.9 Approval, disapproval or failure to act by County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
- 13.12.10 Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
- 13.12.11 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.
- 13.12.12 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.
- 13.12.13 Insurance Lapse: Pursuant to Section 94.73 of the Dallas County Code, if the Contractor fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Contractor shall reimburse County for any and all costs, including attorney's fees incurred by County in curing said default. In the event that Contractor fails to maintain insurance as required by this Contract, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all cost and expenses incurred by County under this Contract as results of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance in coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 Dollars ((1,500.00)), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed in an interest bearing account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of the insurance lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and be released if no claims are received or lawsuits filed against the County for any matter that should have been covered by the required insurance.

Contractor further agrees to indemnify County for any penalties, fines, jury awards, court costs, litigation expenses, and attorneys' fees incurred by County due to Contractor's failure to maintain the required insurance at all times during the Term of the Contract. Contractor, at its own expense with Counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Contract. Without waiving any rights under Sovereign Immunity, County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses occasioned by County's cooperation in such defense. Contractor agrees not to settle any such claim without County's consent, which consent will not be unreasonably withheld or delayed.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. Contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Contract.

Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

13.14 TAXES

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Local Government Code § 151.309, and shall therefore not be liable or responsible to the Proposer for the payment of such taxes under this Contract.

The fees paid to Contractor pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Contractor's cost in acquiring or providing products and/or Services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Proposer.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Proposer/Contractor for work performed under the terms of this Contract and agrees to indemnify and save harmless County from any such contribution or taxes or liability.

13.15 AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

13.16 SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL CONTRACTOR EMPLOYEES

The successful Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

13.17 WITHHOLDING/RETURN OF PAYMENT

Dallas County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from Dallas County in the event Contractor performance does not comply with the provision of this agreement. Contractor agrees to return any unearned amounts paid by Dallas County within thirty (30) days following the final date of the contract period or within thirty (30) days following Dallas County delivery of a notice to the Contractor that amounts paid to be returned.

13.18 BILLING

Contractor will invoice Dallas County on a monthly basis. Invoices shall be submitted to the Dallas County Auditor's Office. The submittal address for all invoices is Dallas County Auditor's Office, 509 Main Street, 4th Floor, Suite 407, Dallas, Texas 75202.

13.19 PAYMENT TERMS

Payment will be made upon receipt and acceptance by County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

Invoices shall be verified and approved by the Dallas County authorized representative and subject to routine processing requirements. Payments made by County shall not preclude the right of Dallas County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the services and/or goods. Dallas County requires timely and accurate accounting and billing information.

County reserves the right to withhold payment for incomplete or unacceptable work. County shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Contractor shall rectify that condition to the satisfaction of County. County will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Contractor. The Contractor shall take all proper precautions to protect County and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Contractor, the Contractor will be required to make repairs and/or restitution immediately at its own expense.

All invoices must reference the Dallas County Purchase Order Number (if applicable)

13.20 ASSIGNMENT

Contractors' assures that it will not transfer or assign its interest in this Contract without prior written consent of County. Contractors' understands that in the event that all or substantially all of Contractors' assets are acquired by another entity, Contractors' is still obligated to fulfill the terms and conditions of this Contract. County approval to transfer or assign Contractors' interest in this Contract to an entity that acquires all or substantially all of Contractors' assets is subject to formal approval by the Dallas County Commissioners Court.

13.21 AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto with final approval by the Dallas County Commissioners Court through Court Order. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

13.22 NOTICES

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Certified Mail (returned receipt request) , postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth in the contract agreement. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

13.23 INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

13.24 SUBCONTRACTING

Contractor may not enter into agreements with subcontractors and/or consultants for delivery of the designated Services outlined in this Contract without prior written consent of County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts and/or Consultants, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Contract. Contractor shall pay all subcontractors and/or consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant.

13.25 LITIGATION

In the best interest of the Dallas County, any Contractor who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

13.26 SOVEREIGN IMMUNITY

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

13.27 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.

13.28 TERMINATION FOR CONVENIENCE

County may terminate the Contract for convenience. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by County, the Contractor shall: Stop work under this Contract on the date and to the extent specified in such notice, and Complete performance of such part of the work as shall not have been terminated by such notice.

Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

13.29 TERMINATION FOR INSOLVENCY

County shall have the option to terminate this contract Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) shall be adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) shall apply for, consent to or acquiesce in the appointment of any receiver

or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

13.30 TERMINATION FOR DEFAULT/NON-PERFORMANCE

County shall have the option to terminate this contract Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the Services provided under this contract Agreement. In the event that County terminates this contract Agreement in whole or in part as provided herein, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services.

If such failure is not cured to County's satisfaction within ten (10) days from the time of receipt of such notice, County shall have the right to terminate immediately without the requirement of further notice.

13.31 MONETARY RESTITUTION

In the event the contract is prematurely terminated due to breach, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

13.32 SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

13.33 CONTRACTOR 'S PROFESSIONAL WARRANTIES

13.33.1 No Actions, Suits, or Proceedings: Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Contractor's ability to fulfill the obligations under this Contract.

13.33.2 Warranty of Contractor's Capability: Contractor warrants that it is financially capable of fulfilling all requirements of this Contract and that Proposer is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.

13.33.3 Professional Quality: Contractor warrants to County that all materials and Services will be of professional quality conforming to generally accepted practices, and that all Services provided under this Contract will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession

currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such Services, then Contractor will perform all Services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County's expectations, objectives and purposes as stated in this Contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Contract. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

13.34 ASSURANCES

- 13.34.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 13.34.2 Contractor assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the Services outlined in this Contract. Furthermore, Proposer agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- 13.34.3 Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.
- 13.34.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Proposer/Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this contract, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.
- 13.34.5 Under Section 231.006 of the Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- 13.34.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.
- 13.34.7 Contractor assures that it shall not receive personal benefits or gains in performance of the Services outlined in this Contract. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- 13.34.8 Best Efforts to Minimize Costs to County: Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Contract.

13.34.9 Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

13.34.10 Governmental Consent: Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.

13.34.11 Corporate Good Standing: Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

13.35 RECORD KEEPING AND AUDIT

Contractor, at its sole expense, must make all of its facilities and related documentation available to Dallas County or designated third party the on-site right to review, examine, and audit all financials, records, books, papers, documents, expenditures incurred, and other pertinent records or documents relating to any contract resulting from this RFP held by Contractor, as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

13.36 AVAILABILITY AND RETENTION OF RECORDS

All records pertaining to services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State and/or County duly authorized representatives for a period of not less than five (5) years after final payment of the Contractor's fee expenses under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

All records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Dallas County, Texas whenever County or anyone else with audit rights requests access to the Contractor's records associated with the services covered under this RFP. The Contractor will do so with all due speed, not to exceed five (5) business days. If any audit reveals any material deviation from the RFP's service and specification requirements, any misrepresentation, or any overcharge to County, County will be entitled to recover damages, as well as the cost of the audit.

13.37 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse County for the services not so adequately supported and documented.

13.38 AUDIT DISALLOWANCE

If at any time it is determined by County that a cost for which payment has been made is disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the

Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to County.

13.39 CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with County or be financially interested, directly or indirectly, in the sale to County of any land, materials, supplies or services, except on behalf of County as an official or employee. Any violation of this section, with knowledge, expresses or implied, of the person or corporation contracting with County shall render the Contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the Contract process to notify County in writing of any potential conflict of interest.

Contractor covenants that neither it nor any member of its agency presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

13.40 ANTI-KICKBACK CLAUSE

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement

13.41 POLITICAL ACTIVITY PROHIBITED

None of the funds provided under this agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this agreement shall be paid to any official or employee who violates any of the provisions of this section.

13.42 COLLUSION

Contractor expressly warrants and certifies that neither the Contractor/Proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with the Proposal or Contract. This paragraph does not however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete Proposal.

13.43 NON EXCLUSIVITY

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

13.44 NEPOTISM

No person (1) who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

13.45 TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This solicitation packet contains information concerning Dallas County's Title VI Assurances/Compliance Policy (Appendix A) and Bidders/Contractor responsibilities.

13.46 SECTARIAN ACTIVITY

Contractor expressly warrants and certifies that no funds under this contract are used either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

13.47 FEDERAL DEBARRED VENDORS

No products and/or services utilizing Federal funds may be procured from vendors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

13.48 DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.008.

Texas Local Government Code, A person commits an offense if the person violates Section 178.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor. The

questionnaire is included in this solicitation. By submitting a response to this request, the Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

13.49 TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by County. Failure to adhere to such a contractual requirement may result in the termination of the contract with County.

13.50 USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with County to do so. Proposers are advised that all awarded contracts may be extended, with the authorization of the Proposer, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services/goods shall be at the prices, terms and conditions as of the results the final contract. The Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the Contractor. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the Contractor.

13.51 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

RATES AND COST/FEE WORKSHEET

Building Name: George Allen Sr. Courts Building
Building Address: 600 Commerce St., Dallas, Texas

Number of Floors Requiring Service: 11

Frequency of Evening Service: 5 Night per week (as determine by Dallas County)

Cleaning Access Hours: 5 p.m. to 12 a.m., Mon – Sun (as determine by Dallas County)

Special Service Requirements: This location requires 4 On-Site Daytime Cleaning Janitorial Porters (8 hour/shifts – 5 days per week) excluding lunch

Building Statistics: Proposer is responsible for verifying dimensions, quantities, and other statistical data.

Square Footage by Cleanable Space		Square Footage by Floor Type		Building Statistical Data Composition	
Cleanable Office, Room, and Common Space as defined section 2	446,450	Carpet	314,150	Number of Restrooms - Public and Private	217
				Toilets, Urinals and Sinks	315 toilets, 71 urinals, and 292 sinks
		VCT	57,500	Stairwells	6
		Terrazzo	54,000	Break Rooms	24
		Ceramic Tile	9,800	Elevators	12
		Quarry Tile	0	Escalators	10
		Concrete	11,000		
Cleanable Space Totals	446,450	Floor Type Totals	446, 450		

Janitorial Services Cost - Based on the Cleanable Square Foot Space and the terms and conditions set forth in the RFP specification service requirements

Monthly Cost per Square Feet for Evening Janitorial Services - 5 Night per week: \$ _____/sq. ft.

Specify the actual number of evening crew employees/personnel assigned to this location performing janitorial services each night of service: _____

On-Site Daytime Janitorial Cleaning Porter \$ _____/Billable Hourly Rate with mark-up x 4 On-Site Daytime Cleaning Janitorial Porters (8 hour shifts – 5 days per week),

State the Hourly Pay Rate to be paid On-Site Daytime Janitorial Cleaning Porter: \$ _____/hr.

RATES AND COST/FEE WORKSHEET

Building Name: Records Building Complex

(Note: This location will be closed for renovation starting late April 2016 - 2019)

Building Address: 501-509 Main Street, Dallas, Texas

Number of Floors Requiring Service: 7

Frequency of Evening Service: 5 Night per week (as determine by Dallas County)

Cleaning Access Hours: 5 p.m. to 12 a.m., Mon – Sun (as determine by Dallas County)

Special Service Requirements: This location requires 3 On-Site Daytime Cleaning Janitorial Porters (8 hour/shifts – 5 days per week) excluding lunch

Building Statistics: Proposer is responsible for verifying dimensions, quantities, and other statistical data

Square Footage by Cleanable Space		Square Footage by Floor Type		Building Statistical Data Composition	
Cleanable Office, Room, and Common Space as defined section 6.31	134,814	Carpet	83,300	Number of Restrooms of Public and Private Toilets, Urinals and Sinks	18 87 toilets, 34 urinals and 61 sinks
		VCT	41,790	Stairwells	3
		Terrazzo	0	Break Rooms	10
		Ceramic Tile	9,724	Elevators	4
		Quarry Tile	0	Escalators	0
		Concrete	0		
Cleanable Space Totals	134,814	Floor Type Totals	134,814		

Janitorial Services Cost - Based on the Cleanable Square Foot Space and the terms and conditions set forth in the RFP specification service requirements

Monthly Cost per Square Feet for Evening Janitorial Services - 5 Night per week: \$ _____/sq. ft.

Specify the actual number of evening crew employees/personnel assigned to this location performing janitorial services each night of service: _____

On-Site Daytime Janitorial Cleaning Porter \$ _____/Billable Hourly Rate with mark-up x 4 On-Site Daytime Cleaning Janitorial Porters (8 hour shifts – 5 days per week),

State the Hourly Pay Rate to be paid On-Site Daytime Janitorial Cleaning Porter: \$ _____/hr.

RATES AND COST/FEE WORKSHEET

Building Name: Administration Building
Building Address: 411 Elm Street, Dallas, Texas

Number of Floors Requiring Service: 6

Frequency of Evening Service: 5 Night per week (as determine by Dallas County)

Cleaning Access Hours: 5 p.m. to 12 a.m., Mon – Sun (as determine by Dallas County)

Special Service Requirements: N/A

Building Statistics: Proposer is responsible for verifying dimensions, quantities, and other statistical data

Square Footage by Cleanable Space		Square Footage by Floor Type		Building Statistical Data Composition	
Cleanable Office, Room, and Common Space as defined section 6.31	39,996	Carpet	36,583	Number of Restrooms Public and Private	10
				Toilet, Urinals and Sinks	25 toilets, 10 urinals and 25 sinks
		VCT	2,353	Stairwells	2
		Terrazzo	0	Break Rooms	4
		Ceramic Tile	1,050	Elevators	2
		Quarry Tile	0	Escalators	0
		Concrete	0		
		SVT	0		
Cleanable Space Totals	39,996	Floor Type Totals	39,996		

Janitorial Services Cost - Based on the Cleanable Square Foot Space and the terms and conditions set forth in the RFP specification service requirements

Monthly Cost per Square Feet for Evening Janitorial Services - 5 Night per week: \$_____/sq. ft.

Specify the actual number of evening crew assigned to this location performing janitorial services each night of service:_____

RATES AND COST/FEE WORKSHEET

Optional Services (as requested by Dallas County authorized personnel)

Special Event Services (Pre-Planned with Advance Written Notice – outside the normal scope of services):
\$/_____/per hour

Emergency Services: \$_____/per hour

Emergency services may include, but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event of an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the County Contract Manager shall be so informed. Emergency services will be judged according to the nature of the procedure (i.e., separate standards apply to each function) and on the responsiveness to the situation.

Specify Additional Cost for Scrub and Re-coat All Floors outside the normal scheduled monthly service:
\$/_____/sq. ft.

Carpet Cleaning Services: Shampoo/Extractable \$_____/sq. ft.

Clean/Shampoo Carpets: All cleaning/shampooing shall be accomplished by Deep Dirt Extraction method unless otherwise stated. Apply a heavy duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location. Scotch guard chemicals (or equivalent) Treatment after shampooing (if requested): \$_____/sq. ft.

In the event that Temporary Janitorial Services is required due the addition of new facility, location or building Contractor shall provide all inclusive pricing for these services as indicated below: (as requested/needed)

Temporary Janitorial Services (to include all labor, personnel, service, supervision, tools, material, equipment, supplies, transportation, etc.) shall be provided for additional locations, if requested, by the Contractor at a cost of:
\$/_____/per square foot

*** Temporary Janitorial Services means a period not more than six (6) months**

Specify any additional comments/cost/etc. included with your proposal, if applicable*:



**DALLAS COUNTY
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE
DISADVANTAGED BUSINESS ENTERPRISE
AND
HISTORICALLY UNDERUTILIZED BUSINESS
PROGRAM SPECIFICATIONS**

Patrece Richardson, Minority Business Officer

**MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AND
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SPECIFICATIONS**

For Bids/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified HUB and minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business and HUB business participation in this project. This would include:

Check upon completion (forms attached):

- ☐ 1. Compliance with Dallas County's Good Faith Effort Policy
- ☐ 2. MBE/WBE/DBE and HUB Participation Report Form
- ☐ 3. A Letter of Assurance A or Letter of Assurance B
- ☐ 4. MBE/WBE/DBE and HUB Identification
- ☐ 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- ☐ 8. Dallas County MBE/WBE/DBE and HUB Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE and/or HUB subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned and/or HUB businesses as subcontractors/sub-consultants/suppliers. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
8. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Company Name: _____

Printed Name: _____

Title: _____

Signed: _____

Date: _____

2. MBE/WBE/DBE AND HUB PARTICIPATION REPORT*

SOLICITATION/PROJECT NUMBER _____

SOLICITATION/PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____ (The amount should equal the total amount as shown on the bid sheet)

List all proposed MBE/WBE/DBE/HUB subcontractors/sub-consultants/material suppliers that will be used in the performance of this contract and attach a copy of their current and valid certification document. **Deletion of firms must be approved by Dallas County prior to finalization.**

1. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: ☐ MBE ☐ WBE ☐ DBE ☐ HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work**: _____

2. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: ☐ MBE ☐ WBE ☐ DBE ☐ HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work: _____

3. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: ☐ MBE ☐ WBE ☐ DBE ☐ HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work**: _____

4. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: ☐ MBE ☐ WBE ☐ DBE ☐ HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work**: _____

*Dallas County recognizes certifications from the following government entities and/or agencies:

North Central Texas Regional Certification Agency (NCTRCA)

DFW Minority Supplier Development Council (D/FW MSDC)

The Women's Business Council – Southwest (WBCS)

State of Texas Historically Underutilized Business (TX HUB)

Texas Unified Certification Program (TUCP)

Texas Department of Transportation (TXDOT) Disadvantaged Business Enterprise (DBE) Program – **DOT PROJECTS ONLY**

** Must correspond with specific goods or services outlined RFP/BID, specify section and page number

☐ No MBE/WBE/DBE's or HUBs will be utilized in the performance of this contract.

Please explain and/or provide justification: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

Company Name _____

Address: _____ Phone No: _____

Printed Name of Preparer: _____

Title: _____

Preparer Signature _____

Date _____

3. *LETTERS OF ASSURANCE*

Letter of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted MBE/WBE/DBE/HUB goals and shall demonstrate and document a Good Faith Effort (GFE) to comply with the Dallas County's Minority and Woman-Owned Business Enterprise and HUB Involvement Policy in subcontract/sub-consultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Date _____

(Complete this section only if you're planning to use the services of an MBE//WBE/DBE/HUB certified vendor)

Or

Letter of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

- ☐ with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

Or

- ☐ **without** the services of MBE/WBE/DBE/HUB subcontractors/sub-consultants. The undersigned further submits GFE documented attempt(s).

Date _____

(Complete this section only if you're not planning to use the services of MBE/WBE/DBE/HUB certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

4. **PRIME CONTRACTOR MBE/WBE/DBE AND/OR HUB IDENTIFICATION***

Is your company a Minority Owned Business Enterprise (MBE)? ☐ - Yes ☐ - No

If yes, attach a copy of current and valid certification document

Certification Number: _____ Expiration Date: _____

Name of Certification Agency or Entity: _____

Is your company a Woman Owned Business Enterprise (WBE)? ☐ - Yes ☐ - No

If yes, attach a copy of current and valid certification document

Certification Number: _____ Expiration Date: _____

Is your company a Historically Underutilized Business? ☐ - Yes ☐ - No

If yes, attach a copy of current and valid certification document

Certification Number: _____ Expiration Date: _____

Name of Certification Agency or Entity: _____

Is your company a Disadvantaged Business Enterprise (DBE) – **DOT PROJECTS ONLY**? ☐ - Yes ☐ - No

If yes, attach a copy of current and valid certification document

Certification Number: _____ Expiration Date: _____

Name of Certification Agency or Entity: _____

Dallas County recognizes certifications from the following government entities and/or agencies:

North Central Texas Regional Certification Agency (NCTRCA)

DFW Minority Supplier Development Council (D/FW MSDC)

The Women's Business Council – Southwest (WBCS)

State of Texas Historically Underutilized Business (TX HUB)

Texas Unified Certification Program (TUCP)

Texas Department of Transportation (TXDOT) Disadvantaged Business Enterprise (DBE) Program – DOT PROJECTS ONLY

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM:																
5. Section D- EMPLOYMENT DATA																
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.																
Number of Employees (Report employees in only one category)																
Race/Ethnicity																
Not-Hispanic or Latino																
Job Categories		Hispanic or Latino		Male						Female						TOTAL COL. A-N
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level officials and Managers		1.1														
First/Mid-Level Officials and Managers		1.2														
Professionals		2														
Technicians		3														
Sales Workers		4														
Administrative Support Workers		5														
Craft Workers		6														
Operatives		7														
Laborers and Helpers		8														
Service Workers		9														
TOTAL		10														
PREVIOUS YEAR TOTAL		11														
1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)																
Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)																
Section F- REMARKS -Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information																
Section G- CERTIFICATION																
Check One		1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
		2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official						Title				Signature				Date		
Name of person to contact regarding this report						Title				Address (Number and Street)						
City and State						Zip Code		Telephone No. (including area code and extension)				Email address				
All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001																

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

6. DALLAS COUNTY MBE/WBE/DBE AND/OR HUB PAYMENT AND COMPLIANCE REPORT

SOLICITATION/PROJECT NUMBER

SOLICITATION/PROJECT TITLE

Work Order Date: _____

Job Number: _____

Prime/General Contractor Name: _____

The following information and supporting documentation indicates the payment amounts to the MBE/WBE/DBE/HUB subcontractors/sub-consultants/material suppliers for the solicitation/project listed above. Deletion of firms must be approved by Dallas County prior to finalization.

1. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: _____

Amount of Invoice: \$ _____

Invoice Number and Invoice Date: _____

Planned Participation Dollar Amount: \$ _____

Total Payment to Date: \$ _____

Planned Percentage % of Contract: _____%

Percentage % of Contract to Date: _____%

2. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: _____

Amount of Invoice: \$ _____

Invoice Number and Invoice Date: _____

Planned Participation Dollar Amount: \$ _____

Total Payment to Date: \$ _____

Planned Percentage % of Contract: _____%

Percentage % of Contract to Date: _____%

3. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: _____

Amount of Invoice: \$ _____

Invoice Number and Invoice Date: _____

Planned Participation Dollar Amount: \$ _____

Total Payment to Date: \$ _____

Planned Percentage % of Contract: _____%

Percentage % of Contract to Date: _____%

4. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: _____

Amount of Invoice: \$ _____

Invoice Number and Invoice Date: _____

Planned Participation Dollar Amount: \$ _____

Total Payment to Date: \$ _____

Planned Percentage % of Contract: _____%

Percentage % of Contract to Date: _____%

Note:

*This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation*

Return/Submit/Send Form To:

Dallas County Minority/Woman Owned Business Office
509 Main Street, 6th Floor, Ste. 613, Dallas, Texas 75202
214.653.6018 or 214.653.6021 (office) 214.653.7449 (fax)

Email: Patrece.Richardson@dallascounty.org or Rosa.Rodriguez@dallascounty.org

To the best of my knowledge, I certify that the payment information on this form is true and accurate

Printed Name of Prime/General Contractor
Authorized Representative

Signature

Date

Reviewed by:

Dallas County Project Manager

Date

APPENDIX A

TITLE VI ASSURANCES/COMPLIANCE

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal

Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____

Signature, Authorized Representative of Contractor

Date

Title



VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

In accordance with Dallas County's Transparency Policy, parties interested in responding to this RFP/RFQ are encouraged to sign this statement indicating your willingness to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty (30) days after the contract is awarded.

We hereby agree as stated;

Firm Name: _____

Signature and Title of Individual Authorized to Bind Company:

_____ Title: _____

Print Name: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type see Specific Instructions on page 2	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>
or	
Employer identification number	
<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must, under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

Also see *Special rules for partnerships above*.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information*.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(j)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requestor of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requestor before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requestor.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code earlier*.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships on page 2*.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14030.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment A

SUMMARY OF REQUIRED CLEANING TASKS CHART				
	Daily	Weekly	Monthly	Quarterly
Lobbies, Corridors, & Misc. Public spaces.	Sweeping Spot mopping Spray buffing Spot cleaning including carpet Wipe down vending machines and telephone area Remove trash from receptacles and change liners Refill of soap and paper towel dispensers Vacuum of carpet Clean directory, glass, walls, entrance doors & windows, seating areas, and drinking fountains Clean interior / exterior trash receptacles Dust window sills and frames	Regular dusting Polishing metal Clean baseboards & window sills	Floor finishing including top scrubbing Dust: All high surfaces between 70 & 144" high Clean and remove all dirt and streaks from all surfaces 70" & 144" high	Floor finishing including stripping Clean cloth walls
Offices & Private workstations	Sweeping Spot Mopping Spray buffing Remove trash from receptacles and change liners Dust window sills and frames Damp Wipe: doors & trim, light switches, walls, and water fountains, vending machines Vacuuming of Carpets in traffic areas General cleaning	Vacuuming of carpet Spot cleaning of all carpet Spot clean carpet Regular dusting: partitions & vertical surfaces, and Venetian blinds Damp or wet mopping Dust: all surfaces up to 70" high, all light fixtures & vents, office furniture, desktops, Computer centers, bookcases, and window sills	Damp or wet mopping Clean curtains, drapes & blinds, light fixtures & vents High dusting surfaces between 70 & 144" high Floor finishing including top scrubbing	1. Floor finishing including stripping 2. Clean cloth walls
Courtrooms & Jury rooms	Sweeping Spot mopping Spot cleaning of carpets, etc Remove trash from receptacles and change liners Vacuum of carpet Dust window sills and frames Clean Courtroom doors, benches, chairs, podiums, platforms, seating areas, and windows Clean interior / exterior trash receptacles	Regular dusting including fixtures and vents Polishing metal Clean baseboards Polish paneling in courtrooms, jury box, & Judges bench	Floor finishing including top scrubbing High dusting	1. Floor finishing stripping 2. Clean cloth walls
Restrooms and Janitorial Storage Closets	Clean, sanitize, disinfect and deodorize: urinals, commodes, miscellaneous restroom and toilet fixtures, basins, floors, etc. Clean partitions, doors, receptacles, and walls Remove trash from receptacles and change liners Refill of soap and paper towel dispensers & wipe outside down Dust window sills and frames Clean storage closet Clean and polish all mirrors, countertops, walls, etc Replace liners in sanitary receptacles	Clean all walls Clean all baseboards Dust: all surfaces up to 70" high, all light fixtures & vents, and window sills	1. Machine scrub restroom floors	
Elevators/Escalators	Sweeping Spot mopping Spray buffing Clean elevators interior & exterior including call buttons General cleaning: polish all brass & stainless steel Vacuum carpets wipe down walls as needed clean escalator glass remove all gum	1. Clean carpet (part of normal cleaning, not additional service) Floor finishing including stripping Dust and clean lamps and light fixtures	1. High dusting	
Stairwells/Landing Including from first step down, or up to next level	1. Policing interior (on the stairs) and exterior (around the stairs), collect and remove trash and other debris 2. Dust window sills and frames 3. Spot mop as needed	Sweeping Vacuum Damp & wet mopping Clean handrails Spot clean walls/doors up to 70"-remove cobwebs- as needed	1. High dusting	
Exterior Cleaning (Outside Perimeter)	1. Policing trash around building entrances 2. Collecting, removing and disposing of trash from outside perimeter 3. Remove refuse from sand urns 4. Clean interior/exterior trash receptacle and change liners			

NOTE: Dallas County reserves the right to direct changes in the services covered by adding and deleting any scheduled or unscheduled work, as well as modifying the frequencies and timing of scheduled services as dictated by changes in building/facility conditions or circumstances.

SCHEDULE OF REQUIRED CLEANING TASK AND FREQUENCY CHART

Table A – General Cleaning Services to be Performed (Required for all areas being serviced under this contract)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
1. Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily	X	X
2. Clean waste receptacles and replace liners.	Daily	X	X
3. Remove refuse from sand urns and clean outside of containers.	Daily	X	X
4. Deposit all trash and boxes in designated dumpsters or other area designated for that purpose outside building.	Daily	X	X
5. All trash or garbage from receptacles shall be bagged in heavy duty plastic bags furnished by Contractor. Bags shall be of sufficient strength to prevent breakage and spillage. Liner shall be furnished by the Contractor for all waste receptacles	Daily	X	X
6. Damp wipe all telephones, vending machines and related equipment using antiseptic treated cloths.	Daily	X	X
7. Clean all janitorial closets.	Daily	X	X
8. Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, fountains, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily	X	X
9. Clean exterior and interior glass doors and frames and other interior glass, plastic and frames.	Daily	X	X
10. Remove fingerprints from around doors and light switches.	Daily	X	X
11. Power vacuum all carpeted areas including edges, corners, rugs and all floor covering.	Daily		X
12. Sweep and dust mop all uncarpeted areas.	Daily		X
13. Clean, sanitize and disinfect all water fountains.	Daily	X	X
14. Spot clean walls, doors and trim.	Daily		X
15. Clean and polish all brass and stainless steel (i.e. railing, elevators, door knobs, plumbing fixtures, kick plates, e-directory, etc.	Daily	X	X
16. Clean and polish door knobs	Daily	X	X
17. Elevators – doors, floors, interior	Daily	X	X
18. Dust office furniture and damp wipe or polish all desktops, computer centers, and bookcases where papers are cleared.	Weekly		X
19. Dust window sills, frames and all other surfaces up to 70" high.	Daily		X
20. General high dust partitions and other vertical surfaces, remove cobwebs.	Weekly		X

SCHEDULE OF REQUIRED CLEANING TASK

Table A cont. – General Cleaning Services to be Performed (Required for all areas being serviced under this contract)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
21. Dust all surfaces between 70" and 144" high.	Monthly		X
22. Remove dirt and streaks from all surfaces between 70" and 144" high.	Monthly		X
23. Dust Venetian blinds.	Weekly		X
24. Dust all light fixtures and vents . under 70"-Weekly above 70"-Monthly			X
25. Remove stain from cloth walls	Quarterly		X
26. Wipe down vending machines	Daily		X
27. Moves recycle paper in wheeled containers and recycle boxes to designated area (and return empty containers or boxes to normal locations).	As Necessary	As needed	X
Table B – Lavatory and Restroom Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)			
1. Empty waste baskets and other trash receptacles, taking contents to designated area.	Daily	X	X
2. Clean waste receptacles and replace liners.	Daily	X	X
3. Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily	X	X
4. Clean, sanitize and disinfect urinals inside and out.	Daily	X	X
5. Clean, sanitize and disinfect commodes inside and out (includes removing any rust and stain).	Daily	X	X
6. Clean and polish all mirrors and countertops.	Daily	X	X
7. Clean, sanitize and disinfect wash basins (washrooms and clinic areas, etc.) inside and out.	Daily	As needed	X
8. Clean, sanitize and disinfect miscellaneous restroom and toilet fixtures (towel dispensers, soap dispenser, sanitary dispenser).	Daily	X	X
9. Clean, sanitize and disinfect restroom and toilet floors.	Daily	As needed	X
10. Clean, sanitize and disinfect restroom wash basin wall area and toilet wall area.	Daily	As needed	X
11. Damp clean or polish and refill all dispensers (soap, towels, toilet, etc...).	Daily	As needed	X
12. Clean all stall partitions, doors and walls.	Daily		X
13. Clean all baseboards.	Weekly		X
14. Machine scrub restroom floors.	Monthly		X

SCHEDULE OF REQUIRED CLEANING TASK

Table C – Stairwells/Landing Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
1. Policing	Daily	X	X
1. Vacuum or sweep stairwells, stairs and landings.	Weekly	X	X
2. Remove all debris.	Daily	X	X
3. Spot mop for spillage.	Daily	X	X
4. Spot clean walls/doors within 70", remove cobwebs.	Weekly		X
5. Damp mop all tile.	Weekly		X
6. Clean all handrails.	Weekly	X	X
7. Dust and remove all dirt from surfaces between 70" and 144" high	Monthly		X.
Table D – Floor Care Services to be Performed (This is an additional to requirement set forth in Table A)			
1. Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	Daily	As needed	X
2. Sweep and/or dust mop all non-carpeted areas.	Daily	As needed	X
3. Mop spillages in all non-carpeted areas.	Daily	As needed	X
4. Spot Mopping.	Daily	As needed	X
5 Buff floors.	Daily		X
6 Detail vacuuming under desk and behind furniture (where possible).	Nightly		X
7 Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.	Monthly		X
8. Scrub and re-coat all floors.	Monthly		X
9. Strip and refinish all hard flooring. (4 coats of wax)	Quarterly		X
10. Spot Cleaning of Carpet	Nightly		X
11. Spray Buffing	Nightly		X
Table E – Window Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)			
1. Clean all entrance glass doors and windows, interior and exterior surfaces.	Daily	X	X
2. Clean all interior window sills and surfaces up to 70".	Weekly	As needed	X

SCHEDULE OF REQUIRED CLEANING TASK

Table F – Exterior Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
1. Empty all trash receptacles.	Daily	X	X
2. Clean interior and exterior of trash receptacles and change liners.	Daily	As needed	X
3. Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily	X	X
Table G – Break Room Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)			
1. Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily	X	X
2. Clean sinks, countertops, dispensing machines, and plumbing fixtures with suitable chemicals.	Daily	X	X
3. Sweep/dust mop all non-carpeted areas; mop spillages.	Daily		X
4. Vacuum and spot clean all carpeted areas.	Daily		X
5. Refill all soap and paper towel dispensers.	Daily	X	X
6. Clean exterior of refrigerator, vending machines, and cupboards.	Daily	X	X
7. Dust all light fixtures and vents.	Monthly		X
8. Spot Cleaning of Carpet	Weekly		X
Table H – Lobby, Corridors, Elevators, and Escalators Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)			
1. Empty all trash receptacles.	Daily	X	X
2. Clean interior and exterior of trash receptacles and change liners.	Daily	As needed	X
3. Clean all entrance glass doors and windows, interior and exterior surfaces.	Daily	X	X
4. Sweep/dust mop all non-carpeted areas; mop spillages.	Daily	As needed	X
5. Clean all directory glass areas.	Daily	As needed	X
6. Vacuum and spot clean all carpeted areas.	Daily	As needed	X
7. Clean, sanitize and disinfect all water fountains.	Daily	As needed	X
8. Clean and remove all finger prints from wall areas.	Daily	X	X
9. Clean wall areas around elevator call buttons.	Daily	X	X
10. Clean baseboard and door jambs.	Weekly		X
11. Dust all light fixtures and vents.	Monthly /Weekly		X

SCHEDULE OF REQUIRED CLEANING TASK

Table I – Auditorium, Court and Conference Rooms Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
1. Empty all trash receptacles.	Daily	X	X
2. Clean interior and exterior of trash receptacles and change liners when needed.	Daily	X	X
3. Clean all entrance glass doors and windows, interior and exterior surfaces.	Daily	X	X
4. Sweep/dust mop all non-carpeted areas; mop spillages.	Daily		X
5. Clean under all non-moving benches, seating areas, platforms, landing, steps, and podiums. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, platform, podium, steps and/or landing.	Daily	X	X
6. Vacuum and spot clean all carpeted areas.	Daily		X
7. Clean and remove all finger prints from wall areas.	Daily		X
8. Clean baseboard and door jambs.	Weekly		X
9. Dust all light fixtures and vents.	Monthly		X
10. Polish woodwork/millwork of walls, Judges bench, Jury box	Weekly		X

Attachment B

REFERENCES

All reference information shall be from companies and/or agencies in which Contractor has performed similar scope of janitorial cleaning service functions (comparable size and complexity) described within this solicitation. A minimum of five (5) references are required. It is the responsibility of the Bidder to ensure that the reference contact information for each contact person and phone number is correct and current. Dallas County will not track down references. Failure to complete and include the Dallas County customer reference form with this bid may cause your bid to be considered non-responsive.

Company/Agency Name: _____

Contact Person: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Specify Type of Complex/Facility (i.e. Office Building, Hospital, Manufacturing Warehouse, etc.): _____

Service Site Address including Room/Suite Number: _____

City/State: _____ Zip Code: _____

Area Cleaned: _____ Total Sq. Ft. Cleaned at this service site address: _____

Number of Floors in Complex/Facility: _____

Contract Time Period: Start Date: _____ End Date: _____

Contract Dollar Value: \$ _____

Company/Agency Name: _____

Contact Person: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Specify Type of Complex/Facility (i.e. Office Building, Hospital, Manufacturing Warehouse, etc.): _____

Service Site Address including Room/Suite Number: _____

City/State: _____ Zip Code: _____

Area Cleaned: _____ Total Sq. Ft. Cleaned at this service site address: _____

Number of Floors in Complex/Facility: _____

Contract Time Period: Start Date: _____ End Date: _____

Contract Dollar Value: \$ _____

REFERENCES

Company/Agency Name: _____

Contact Person: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Specify Type of Complex/Facility (i.e. Office Building, Hospital, Manufacturing Warehouse, etc.): _____

Service Site Address including Room/Suite Number: _____

City/State: _____ Zip Code: _____

Area Cleaned: _____

Total Sq. Ft. Cleaned at this service site address: _____

Number of Floors in Complex/Facility: _____

Contract Time Period: Start Date: _____

End Date: _____

Contract Dollar Value: \$ _____

Company/Agency Name: _____

Contact Person: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Specify Type of Complex/Facility (i.e. Office Building, Hospital, Manufacturing Warehouse, etc.): _____

Service Site Address including Room/Suite Number: _____

City/State: _____ Zip Code: _____

Area Cleaned: _____

Total Sq. Ft. Cleaned at this service site address: _____

Number of Floors in Complex/Facility: _____

Contract Time Period: Start Date: _____

End Date: _____

Contract Dollar Value: \$ _____

Company/Agency Name: _____

Contact Person: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Specify Type of Complex/Facility (i.e. Office Building, Hospital, Manufacturing Warehouse, etc.): _____

Service Site Address including Room/Suite Number: _____

City/State: _____ Zip Code: _____

Area Cleaned: _____

Total Sq. Ft. Cleaned at this service site address: _____

Number of Floors in Complex/Facility: _____

Contract Time Period: Start Date: _____

End Date: _____

Contract Dollar Value: \$ _____

Attachment C

EQUIPMENT LIST

Bidders shall provide, in the space provide below, a full list of all equipment they will use to fulfill the requirements of this contract. Please list type of equipment, manufacturer and model number, and age of equipment as indicated (for example, Qty. 2– Floor Burnishers, Tomcat Model 270, 2 years old, Qty. 5 - Upright Vacuum Cleaner with HEPA Filtration, Oreck Model OR101H, 1 year old , etc. or). All equipment must be in good working order; listing equipment that is not in service may render the bidder as non-responsible.

EQUIPMENT						
Type	Project Function / Purpose	Year made or Age	Manufacturer	Model Number	Make	Quantity

Note: If additional space is required please attach a separate sheet(s) of paper.

Dallas County Background Check Verification Certificate

Confidential

Full Name and Address of Contractor's personnel:

(First)

(Last)

(Middle)

Other Names used in the past twenty years (including maiden name or aliases):

Address: _____

Date of Birth (Do NOT provide year of birth): _____

Date of Hire by Contractor: _____

Contractor hereby certifies (check one):

_____ A background/criminal history check has been conducted on the named person (above) in accordance with the requirements Dallas County, Texas ("Dallas County") has stipulated, and the results are satisfactory and comply with the parties agreement.

or

_____ A background/criminal history check has been conducted on the named person (above) in accordance with the requirements Dallas County has stipulated, and the following potential problems were found:

(Please describe the potential problems in the space provided problem. E.g. information discrepancies, gaps in background, criminal felony and misdemeanor convictions/indictments/arrest/charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, etc.)

Name of Contractor: _____

By: _____ Title: _____

Date: _____

To be filled out by Dallas County Human Resources:

The potential problems identified have been resolved, pursuant to the requirements of Dallas County Code Sec. 86-353, as follows:

(Please describe the resolution(s) in the space provided)

