



Kerry Wright
CFO

January 4, 2023

REQUEST FOR PROPOSAL # 2223-1
NOTICE

1. **PROPOSAL DELIVERY, TIME & DATE**

- 1.1. Notice is hereby given that the Region 17 Education Service Center, hereinafter referred to as “ESC”, will receive sealed proposals for the award of a contract for:

CUSTODIAN/JANITORIAL SERVICES

Proposals shall be received in the ESC Business Office located at:

Region 17 Education Service Center
Kerry Wright, CFO
1111 W. Loop 289
Lubbock, TX 79416

The enclosed forms listed in Section 3.2 of the General Terms and Conditions **MUST** be included in submitting your proposal. **Please mark your sealed proposal envelope plainly in the lower left corner: “RFP #2223-1”.**

- 1.2. Bidders are responsible for making certain proposals are delivered to the Business Office by the deadline. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If bidder does not hand deliver proposal, we suggest that he/she use a delivery service that provides a receipt.
- 1.3. Proposals will be accepted in person, by United States Mail, by United Parcel Service or by private courier service. **No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission.** Proposals may be withdrawn prior to the scheduled time set for receiving the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the bidder.
- 1.4. Those who do not submit proposals are requested to notify the ESC in writing if they wish to receive future proposals. Failure to do so **may** result in their being deleted from our prospective bidder list.
- 1.5. The ESC reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities, and to make recommendations for awards in the best interest of the ESC.
- 1.6. The ESC reserves the right to postpone the date and time for the deadline of receipt of proposals through an addendum.

- 1.7. Questions regarding the General Terms and Conditions of this proposal may be directed to Kerry Wright, CFO, kwright@esc17.net. Questions regarding the Specifications of this proposal may be directed to Leon Lane, Building Maintenance, llane@esc17.net. All inquiries must be in writing.
- 1.8. Office hours are 8:00 a.m. – 5:00 p.m. Monday through Thursday and 8:00 a.m. – 4:00 p.m. Friday.
- 1.9. Timelines/deadlines for this Proposal are listed below:
- **Start Date: Monday, January 9, 2023**
 - **Request for Additional Information: 5:00 pm, Monday, January 23, 2023**
 - **Deadline for required building tour: 4:00 pm, Wednesday, January 25, 2023**
 - **Posting of any Addendum: 4:00 pm, Friday, January 27, 2023**
 - **Deadline for Receipt of Proposals: Noon, Wednesday, February 1, 2023**
 - **Proposal opening: 2:00 pm, Wednesday, February 1, 2023**
 - **Award date: Friday, February 3, 2023**
 - **Contract timeline: March 1, 2023 – February 28, 2024, with the option to extend for up to four (4) one-year periods.**

Kerry Wright
CFO



GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. All items listed under the General Terms and Conditions apply unless otherwise stated in the Specifications.
- 1.2. These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.

2. USE OF ESC DOCUMENTS

- 2.1. Proposals must be submitted on forms provided by the ESC. No alteration to the ESC forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the ESC.
- 2.2. Reproduction of ESC documents is permitted, so long as reproduced copies are exactly the same in size, format and content as forms prepared by the ESC. Any proposal submitted in altered form may result in rejection of such proposal at the option of the ESC.

3. PROPOSAL COPIES

- 3.1. A complete proposal will consist of an original copy of the proposal submittal documents in a sealed envelope or container.
- 3.2. All proposals must include the following documents:
 - a) Proposal Submittal
 - b) Deviation/Compliance Form
 - c) Debarment or Suspension & Proposal Certification
 - d) Felony Conviction Notification
 - e) Resident Bidder Certification
 - f) Certificate of Liability Insurance coverage for all requested insurances
 - g) Custodian/Janitorial Services Agreement
 - h) Any signed addenda issued under Section 6
- 3.3. The bidder shall sign and date their proposal.

4. REQUEST FOR ADDITIONAL INFORMATION

- 4.1. All requests for additional information or clarification concerning this Request for Proposal must be submitted in writing to the individuals listed in Section 1.7 of the Proposal Notice by the deadline as listed in Section 1.9 of the Proposal Notice.
- 4.2. Prior to the final selection, bidders may be required to submit additional information that the ESC may deem necessary to further evaluate the bidder's qualifications.

5. WITHDRAWAL OR MODIFICATION OF SUBMITTED PROPOSAL

- 5.1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for receipt of proposals. A request to withdraw a proposal must be in writing and be received by the ESC prior to the scheduled time for receipt of proposals.
- 5.2. No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal to the ESC. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for receipt of proposals.
- 5.3. No bidder may have more than one proposal on file with the ESC.
- 5.4. After the schedule time for receipt of proposals, proposals may not be withdrawn for 20 days.
- 5.5. Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents

6. CLARIFICATION AND ADDENDA

- 6.1. Any bidder in doubt as to the true meaning of any part of the Specifications or other documents may request, **in writing**, an interpretation thereof from the individuals listed in Section 1.7 of the Proposal Notice prior to the deadline specified in Section 1.9 of the Proposal Notice. The interpretation will be made by written addendum issued by the CFO.
- 6.2. The addendum will be posted on the ESC website (www.esc17.net) under “About ESC-17” and “Bid/Proposals”. All addenda will be posted to the website by the deadline listed in Section 1.9 of the Proposal Notice. All bidders are expected to review the ESC website for any applicable addendum so that any addendum will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.
- 6.3. The ESC does not assume responsibility for the receipt of any addendum sent to bidders.
- 6.4. A copy of all addenda issued must be signed and returned with your proposal.

7. DEVELOPMENT OF SPECIFICATIONS

- 7.1. Brands of equal quality or type are acceptable. The ESC reserves the right to make final decisions as comparable items. Be very certain that items upon which you propose, and deliver are equal to items listed. Materials that are not equal shall be returned to the bidder transportation charges collect.
- 7.2. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.
- 7.3. The ESC reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.
- 7.4. The ESC reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.
- 7.5. The ESC will award proposals on an “all or none” basis as set forth in the Classification and Scope of the Specifications.

manufacturer for the product. All equipment proposals shall be new unless clearly stated in writing.

- 12.2. If a bidder's proposal is accepted by the ESC the price to be paid by the ESC shall be that contained in bidder's proposal which bidder warrants to be no higher than bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event bidder breaches this warranty, the prices of the items shall be reduced to the bidder's current prices on orders by others, or in the alternative, the ESC may cancel this contract without liability to bidder for breach or bidder's actual expense.
- 12.3. If a bidder's proposal is accepted by the ESC, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the ESC shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.
- 12.4. If a bidder's proposal is accepted by the ESC, the bidder shall not limit or exclude any implied warranties and attempt to do so shall render the contract void at the option of the ESC. Bidder warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this proposal invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawing, and descriptions, the specification shall govern.
- 12.5. If a bidder's proposal is accepted by the ESC, then the bidder warrants that the product sold to the ESC shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act. In the event the product does not conform to OSHA standards, the ESC may return the product for correction or replacement at the bidder's expense. In the event the bidder fails to make the appropriate correction within a reasonable time (15 working days) correction made by the ESC will be at the bidder's expense.

13. **SOLE SOURCE, PATENTED OR COPYRIGHT PROTECTED ITEMS**

- 13.1. The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the sealed proposal requirements for items available from only one source. In fact, patents cover nearly all consumer goods. To be a bona fide exemption to the sealed proposal requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the bidder shall indemnify and hold harmless the ESC from any and all loss, cost, expenses and legal fees on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark or application.

14. **PROPOSAL COST**

- 14.1. The ESC shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to this sealed proposal or for any other cost incurred because of this sealed proposal.
- 14.2. The issuance of this sealed proposal does not obligate the ESC to enter into a contract for any services or equipment.

15. **PROPOSAL DISCLOSURE**

- 15.1. In the event that a bidder desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the bidder to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. The ESC will consider a bidder's request(s) for exemption from disclosure; however, the ESC will not be bound by the assertion that a page contains exempt material. An assertion by a bidder that an entire volume of its proposal is exempt from disclosure will not be honored.

- 15.2. Until a contract resulting from this sealed proposal is executed, no employee, agent or representative of any bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the ESC, or any employee, agent or other representative of the ESC, unless specifically allowed to do so in writing by the ESC for the purposes of clarification, evaluation and/or awarding the proposal.

Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this sealed proposal or any proposal and/or contract or work resulting there from without the prior written approval of the ESC and then only in cooperation with the ESC.

- 15.3. By signing this proposal, a bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.
- 15.4. Bidder shall note any and all relationships that might be a conflict of interest and include such information with the proposal.
- 15.5. By signing this proposal, a bidder affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this proposal.
- 15.6. If a bidder's proposal has been accepted by the ESC, the bidder shall not advertise or publish, without the ESC's prior consent, the fact that the ESC has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

16. **ASSIGNMENTS AND SUBCONTRACTING**

- 16.1. No part of this order may be assigned or subcontracted without the prior written approval of the ESC. Any attempted assignment or delegation by the bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. **LICENSES, PERMITS, TAXES**

- 17.1. The price or prices for the services shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
- 17.2. The ESC is exempt from all state sales taxes. Tax exemption certificates will be supplied upon request.

18. **AWARD OF CONTRACT**

- 18.1. The ESC reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposal or in the proposal process. The contract will be awarded to the responsible bidder whose proposal is most advantageous to the ESC, considering the relative importance of price and the other evaluation criteria that may be included in the proposal.
- 18.2. The ESC retains the right not to purchase solely on the basis of low proposal; quality and suitability to purpose will be the controlling factors and the ESC reserves the right to arrive at such by means deemed appropriate. The proposal award shall be based on, but not necessarily limited to the following factors: a) unit price, b) total proposal price, c) delivery date, d) special needs of each participating entity, e) quality of bidder's goods and services, f) bidder's past performance record and relationship with the ESC, g) technical assistance present and past, h) bidder's follow up of problems once notified, i) the total long-term cost to the ESC to acquire the bidder's goods or services, j) reference checks of current customers provided by bidder, k) any other relevant factor specifically listed in the request for bids or proposals.
- 18.3. The ESC may, by written notice to contractor, cancel the contract if it is found by the ESC that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the

awarding or amending, or the making of any determinations with respect to the performing of such order.

18.4. It is expected that all contacts by bidders with any ESC personnel and members of the Board of Trustees begin with Kerry Wright, CFO or Leon Lane, Building Maintenance. Failure to follow this procedure is grounds for eliminating the bidder from any further consideration of awarding the contract.

18.5. In connection with the performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

19. **NON-APPROPRIATION CLAUSE**

19.1. Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of the ESC reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

20. **UNIFORM COMMERCIAL CODE**

20.1. All contracts and agreements between bidders and the ESC shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

21. **FORFEITURE FOR FAILURE TO EXECUTE CONTRACT**

21.1. In the event that a bidder is awarded the Contract but fails or refuses to execute the contract within ten (10) business days from the date of notification of award, the ESC may award the contract to the bidder whose proposal was rated as the next best value to the ESC. The ESC, alternatively at its discretion, may call for new proposals or may decline to award the contract.

22. **CONTRACTS FOR PURCHASE**

22.1. Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Business Office after proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

22.2. Any additional agreements/contracts to be signed by the ESC shall be included with the proposal.

22.3. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

23. **NON-PERFORMANCE**

23.1. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract proposal. Cancellation by the ESC may be made upon thirty (30)-calendar days written notice to the successful bidder. The ESC shall not pay for work, equipment, or supplies that are unsatisfactory. Bidders will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

23.2. If, at any time, the bidder fails to fulfill or abide by the terms, conditions, or specifications of the contract, the ESC reserves the right to: a) Purchase on the open market and charge the bidder the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within thirty (30) days written notification.

23.3. The ESC shall have the right to cancel for default all or any part of the undelivered portion of this order if bidder breaches any of the terms hereof including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the ESC may have in law or equity.

- 23.4. The Business Office of the ESC is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of bidders: however, bidders may be removed from the various proposal list due to:
- Lack of response to proposal invitations.
 - Non-competitive proposals (proposing on or receiving a small part of proposals)
 - Failure to adhere to terms and conditions of proposals
 - Substituting (without approval) items other than those actually proposed.
 - Failure to render service normally associated with the sale of goods; i.e., delivery dates, shipment problems, return and replacement of damaged goods, provide (within reason) availability of contact person associated with proposal.

24. INDEMNIFICATION

- 24.1. The contractor will defend, indemnify, save harmless and exempt the ESC, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, or employees.

25. VENUE

- 25.1. All parties agree that venue for any litigation arising from this contract shall lie in Lubbock County, Texas.

26. UNENFORCEABILITY OF PROVISIONS

- 26.1. If any provision of this contract is invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining language of this contract.

27. NO ISRAEL BOYCOTT

- 27.1. In accordance with Texas Government Code 2270.002, ESC is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Bidder hereby verifies that it does not boycott Israel and agrees that, during the term of this proposal, shall not boycott Israel. Bidder further agrees and acknowledges that the subsequent Agreement shall be null and void should facts arise leading the ESC to believe that bidder's verification herein is inaccurate or should bidder engage in activity reasonably reflecting that it is boycotting Israel during the term of the Agreement.

28. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

- 28.1. In accordance with Texas Government Code, Chapter 2252, Subchapter F, ESC is prohibited from entering in a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, bidder certifies to ESC that it is not a listed company under any of those Texas Government Code provisions. Bidder hereby voluntarily and knowingly acknowledges and agrees that the subsequent Agreement shall be null and void should facts arise leading the ESC to believe that the bidder was a listed company at the time of this procurement.

29. CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED (CJ(LEGAL)/20 U.S.C. 7926)

- 29.1. In the event federal funds are used to compensate bidder herein, bidder hereby certifies and agrees that it shall not assist an employee, contractor, or agent of the ESC in obtaining a new job if the bidder knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.



SPECIFICATIONS

1. CLASSIFICATION AND SCOPE

- 1.1. The successful bidder will enter into a twelve (12) month written contract with the ESC for CUSTODIAN/JANITORIAL SERVICES. The contract period will begin on March 1, 2023, and end on February 28, 2024, with the option to extend this contract for four (4) additional one-year periods if agreeable with the ESC and the successful bidder. Either party must notify the other party in writing on or before December 1st of each contract year extension if that party wishes to terminate the agreement.

2. APPLICABLE SPECIFICATIONS

- 2.1. Contract shall be quoted on a fixed monthly fee to provide custodian/janitorial services for the contract period.
- 2.2. The proposal will be awarded on an “all or none” basis based partially on the criteria listed in Section 18.2 of the General Terms and Conditions. It is understood that the ESC reserves the right to arrive at such determination by whatever means deemed appropriate.
- 2.3. Approximate area of ESC facility is 100,000 sq. ft.
- 2.4. Please detail your company’s ability to provide, for the contract price quoted in section 2.1 of the Specifications above, the following custodian/janitorial services to be completed on a **DAILY** basis:
 - 2.4.1. TRASH:
Empty all wastebaskets and replace liners as necessary.
Remove trash from building to designated area.
Empty all outside wastebaskets by doors.
 - 2.4.2. RESTROOMS:
Clean and disinfect all sinks, toilets, and counter tops.
Clean mirrors.
Refill dispensers. (towel, soap and toilet tissue)
Wipe and disinfect all wall and partition surfaces.
Sweep and mop floors.
Dust ledges.
 - 2.4.3. FLOORS:
Vacuum carpeted entrance mats.
Vacuum all carpeted areas.
Dust and damp mop all resilient floors
Spot clean carpet as needed
 - 2.4.4. KITCHENS:
Clean counter tops and sinks in all kitchen areas.
Turn off coffee pots.
 - 2.4.5. HOUSEKEEPING:
Clean entrance doors and glass ways.
Clean and polish all drinking fountains.
Dust baseboards in hallways.
Dust Rooms 134, 145, 147, 149, and Webb Room.
Dust wood blinds in all Admin offices and Room 134 as needed.
Dust “Underwood Law Suites”.

2.4.6. SECURITY OF PREMISES:

All outside doors must be locked upon exiting the building. Certain lighting must be left on for security purposes. Video cameras are used inside and outside of the building to ensure the safety and security of employees and property.

- 2.5. Awarded bidder must provide **all** cleaning equipment and **all** cleaning supplies.
- 2.6. Custodian work must be completed between the hours of 5:30 pm and 9:00 pm, Monday through Thursday evenings and 4:30 pm and 9:00 pm on Friday evenings.
- 2.7. Prospective bidders must contact Leon Lane, Building Maintenance (llane@esc17.net) to schedule a tour of the facility. All tours must be completed as defined in Section 1.9 of the Proposal Notice and before submitting proposals. Any proposal submitted by a bidder that fails to complete this requirement will be automatically rejected.
- 2.8. All bidders will submit a list of current customers for reference checks. The ESC will contact those references during the proposal review. References must include: 1). the company name, 2). contact name, 3). contract duration or length of time associated with the company, 4). daytime telephone number of contact, and 5). email address.
- 2.9. The successful bidder must certify that he/she is an Equal Opportunity Employer.
- 2.10. The successful bidder may be required to provide a current financial statement prepared by a certified public accountant at the time of contracting with the ESC.

3. **INSURANCE REQUIREMENTS**

- 3.1. All proposals must include a Certificate of Liability Insurance coverage as required under Section 3.2 (f) of the General Terms and Conditions.
- 3.2. The Certificate of Liability Insurance coverage must include the following insurances with a minimum of the following levels of coverage:
 - 3.2.1. **General Liability:** Limits: \$1,000,000 Each occurrence; \$100,000 Damage to rented premises each occurrence; \$5,000 Medical expense any one person; \$1,000,000 Personal & advance injury; \$2,000,000 General aggregate; \$2,000,000 Products-Comp/Op Aggregate.
 - 3.2.2. **Automobile Liability:** Any Auto, \$1,000,000 Combined single limit.
 - 3.2.3. **Worker's Compensation and Employer's Liability:** \$100,000 Each accident; \$100,000 Each employee disease; \$500,000 Each disease-policy limit
 - 3.2.4. **Blanket Business Service Bond:** for potential contractor employee theft, \$2,500.

4. **TERMINATION OF CONTRACT**

- 4.1. If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen (15) days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) day period.



PROPOSAL SUBMITTAL

*[Address each criterion listed in the Specifications and the total cost for providing those goods and services through **February 28, 2024**. Please include your references with the proposal as required in Section 2.8 of the Specifications. Further, you may include any information that you believe may assist the ESC in determining how your firm's solution surpasses your competitors].*

Monthly fee: _____

RETURN THIS DOCUMENT IN SEALED PROPOSAL



DEBARMENT OR SUSPENSION & PROPOSAL CERTIFICATION

DEBARMENT OR SUSPENSION. Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Vendors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation, the Proposer affirms that neither they nor their principals are suspended or debarred by a federal agency.

PROPOSAL CERTIFICATION. It is understood and agreed that the Region 17 Education Service Center reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal as so modified, and subsequent thereto.

In compliance with this solicitation I, the undersigned Proposer for the firm named below, of lawful age, do certify that I am the agent authorized by the bidder/proposer to submit the attached proposal. I further state that neither I nor my company have been a party to any collusion among bidders in restraint of freedom of competition by agreement to proposal/propose at a fixed price or to refrain from bidding/proposing; or with any official or employee of the Region 17 Education Service Center as to quantity, quality, or price of the item or prospective contract proposal/proposal, or any other terms concerning exchange of money or other thing of value for special consideration in the awarding of bid/proposal or letting of contract; that the bidder/proposer has not been paid, given or donated, or agreed to pay, give up or donate to any officer or employee of the Region 17 Education Service Center either directly or indirectly in the procuring of the award of a purchase or contract pursuant to this proposal/proposal.

THIS PROPOSAL MUST BE SIGNED; FAILURE TO SIGN THIS PROPOSAL WILL BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.

PROPOSAL SUBMITTED BY:

COMPANY _____

BY _____

(Please type or print)

SIGNATURE _____

POSITION WITH COMPANY _____

ADDRESS _____

(St. or Box No.) City State Zip

PHONE NUMBER _____

FAX NUMBER _____

RETURN THIS DOCUMENT IN SEALED PROPOSAL



FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This Notice Is Not Required of a Publicly Held Corporation.

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

Vendor’s Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please print)

Please complete and sign the appropriate statement below.

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

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

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

Name of Felon (If more than one, list on back of this sheet):

Felony Conviction (brief explanations) (If more than one, list on back of this sheet):

RETURN THIS DOCUMENT IN SEALED PROPOSAL



RESIDENT BIDDER CERTIFICATION

In order for proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

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

I certify that my company is a “resident bidder”:

Signature _____ Date: _____

If you qualify as a “nonresident bidder,” you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____ City _____ State _____ Zip

_____ Company Name _____ Address

(A) Does your “residence state” require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? “Residence state” means the state in which the principal place of business is located. YES _____ NO _____

(B) What is the amount or percentage? _____ %

I certify that the above information is correct.

_____ Typed Name _____ Position

_____ Company Name

RETURN THIS DOCUMENT IN SEALED PROPOSAL



EDUCATION SERVICE CENTER

Region 17 Education Service Center
1111 W. Loop 289
Lubbock, TX 79416

CUSTODIAN/JANITORIAL SERVICES AGREEMENT

1. This Agreement is entered into, by, and between Region 17 Education Service Center, hereafter designated "ESC" and _____, Employer Identification Number: _____, hereafter designated "Contractor" (W-9 form must be completed). Contractor's address is _____.
2. This Agreement memorializes Contractor's being awarded the competitive proposal #2223-1. This Agreement incorporates the General Terms and Conditions, Specifications and Addenda of that proposal and all its terms are incorporated herein for all purposes. In the case of a conflict between the terms of this Agreement and the General Terms and Conditions, Specifications and Addenda of competitive proposal #2223-1, the proposal language shall control.
3. The Agreement term shall be the period beginning March 1, 2023, ending February 28, 2024, with the option to extend this Agreement, on an annual basis, for four (4) additional one-year periods. Either party must notify the other party in writing on or before December 1st of each contract extension if that party wishes to terminate the agreement.
4. Contractor shall provide the services identified in Attachment "A" for the use and benefit of public education in Texas.
5. For performance, satisfactory to ESC, of the services described above, ESC shall pay to Contractor a monthly rate of \$ _____ for the services described in Attachment "A", less any sales taxes for which the ESC is exempt. All payments due to Contractor shall be made by an ESC check upon receipt of a monthly invoice.
6. This Agreement may not be assigned by the Contractor without the written consent of the ESC.
7. Continuing non-performance of the Contractor in terms of service shall be a basis for termination of the contract. Determination of non-performance shall be at the sole discretion of ESC. Termination by the ESC may be made upon thirty (30) calendar days' written notice to the Contractor. ESC shall not pay for work, equipment, or supplies that are unsatisfactory. Contractor may be given a reasonable opportunity, not to exceed 30 calendar days, before termination, to cure deficiencies. The provision and length of a possible cure period is at the sole discretion of the ESC.
8. ESC shall have the right to immediately cancel for default all or any part of the undelivered portion of this Agreement if Contractor breaches any of the terms hereof including warranties of Contractor if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which ESC may have in law

or equity.

9. The ESC intends to make payments to Contractor for services rendered and believes that funds will be available to meet the financial obligations. However, in addition to other termination rights under this Agreement, the ESC reserves the right to terminate the Agreement at the end of each fiscal year (August 31) because of the unavailability of funding. This would occur only after the ESC has made a best effort attempt to obtain and appropriate funds for payment of the Agreement but is unsuccessful. If the ESC determines that funds are not available for the budget period, then all equipment will need to be removed with no liability on the ESC other than payment for services already rendered.
10. The Contractor shall defend, indemnify, save harmless and exempt ESC, its directors, officers, agents, volunteers, tenants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its directors, officers, agents or employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims demands, damages, costs, expense, and attorneys' fees arising out of a willful or negligent act or omission of ESC, its officers, agents and employees, or third parties.
11. It is understood and agreed that Contractor is entering into and performing the services required under this Agreement as an independent contractor, not as an employee of the ESC.

AGREED and accepted on behalf of Contractor to be effective March 1, 2023 by a person authorized to bind Contractor.

Contractor's Signature

Associate Executive Director

Print Name of Contractor

Executive Director or Designee

AGREED on behalf of ESC this _____ day of _____, by a person authorized to bind ESC.
(Month and Year)

ATTACHMENT “A” – SERVICES TO BE PREFORMED

APPLICATION SPECIFICATIONS

1. Contract shall be quoted on a fixed monthly fee to provide custodian/janitorial services for the contract period.
2. The proposal will be awarded on an “all or none” basis based partially on the criteria listed in Section 18.2 of the General Terms and Conditions. It is understood that the ESC reserves the right to arrive at such determination by whatever means deemed appropriate.
3. Approximate area of ESC facility is 100,000 sq. ft.
4. Please detail your company’s ability to provide, for the contract price quoted in section 2.1 of the Specifications above, the following custodian/janitorial services to be completed on a **DAILY** basis:
 - a. TRASH:
Empty all wastebaskets and replace liners as necessary.
Remove trash from building to designated area.
Empty all outside wastebaskets by doors.
 - b. RESTROOMS:
Clean and disinfect all sinks, toilets, and counter tops.
Clean mirrors.
Refill dispensers. (towel, soap and toilet tissue)
Wipe and disinfect all wall and partition surfaces.
Sweep and mop floors.
Dust ledges.
 - c. FLOORS:
Vacuum carpeted entrance mats.
Vacuum all carpeted areas.
Dust and damp mop all resilient floors
Spot clean carpet as needed
 - d. KITCHENS:
Clean counter tops and sinks in all kitchen areas.
Turn off coffee pots.
 - e. HOUSEKEEPING:
Clean entrance doors and glass ways.
Clean and polish all drinking fountains.
Dust baseboards in hallways.
Dust Rooms 134, 145, 147, 149, and Webb Room.
Dust wood blinds in all Admin offices and Room 134 as needed.
Dust “Underwood Law Suites”.
 - f. SECURITY OF PREMISES:
All outside doors must be locked upon exiting the building. Certain lighting must be left on for security purposes. Video cameras are used inside and outside of the building to ensure the safety and security of employees and property.
5. Contractor must provide all cleaning equipment and all cleaning supplies.
6. Custodian work must be completed between the hours of 5:30 pm and 9:00 pm, Monday through Thursday evenings and 4:30 pm and 9:00 pm on Friday evenings.
7. Contractor must contact Leon Lane, Building Maintenance, (806-281-5849) to schedule a tour of the facility. All tours must be completed as defined in Section 1.9 of the Proposal Notice and

before submitting proposals. Any proposal submitted by a bidder that fails to complete this requirement will be automatically rejected.

8. All Contractors will submit a list of current customers for reference checks. The ESC will contact those references during the proposal review. References must include: 1). the company name, 2). contact name, 3). contract duration or length of time associated with the company, 4). daytime telephone number of contact, and 5). email address.
9. The successful Contractor must certify that he/she is an Equal Opportunity Employer.
10. The successful Contractor may be required to provide a current financial statement prepared by a certified public accountant at the time of contracting with the ESC.
11. All proposals must include a Certificate of Liability Insurance coverage as required under Section 3.2 (f) of the General Terms and Conditions.
 - a. The Certificate of Liability Insurance coverage must include the following insurances with a minimum of the following levels of coverage:
 - b. **General Liability**: Limits: \$1,000,000 Each occurrence; \$100,000 Damage to rented premises each occurrence; \$5,000 Medical expense any one person; \$1,000,000 Personal & advance injury; \$2,000,000 General aggregate; \$2,000,000 Products-Comp/Op Aggregate.
 - c. **Automobile Liability**: Any Auto, \$1,000,000 Combined single limit.
 - d. **Worker's Compensation and Employer's Liability**: \$100,000 Each accident; \$100,000 Each employee disease; \$500,000 Each disease-policy limit
 - e. **Blanket Business Service Bond**: for potential contractor employee theft, \$2,500.