



NOTICE

Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums.

*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

***Addendum's extending Bid Openings may be posted on the same day**

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Bid/RFP No. 2009-086-4428

Annual Contract for Janitorial Services for the Southern and Southwest Sections of Dallas County

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

Web site: _____

SIGNATURE: _____

DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

**DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT.
CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.**



PROPOSAL FOR:	Annual Contract for Janitorial Services for the Southern and Southwest Sections of Dallas County	
BID NO. 2009-086-4428	DUE DATE: June 25, 2009, 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT: Gloria McCulloch	AT: 214-653-7433 gwebb@dallascounty.org
PRE-BID CONFERENCE	Wednesday, June 17, 2009 @ 2:00 p.m. @ George L. Allen Sr. Court Building – 600 Commerce 2 nd Floor, Training Room A&B, Dallas, Texas 75202	

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Proposal. Completed SEALED Bid Proposals, ORIGINAL AND ONE (1) COPY, must be received in the Purchasing Department, 509 Main Street (Records Building), 6th Floor, Room 623, Dallas, Texas 75202, BY 2:00 P.M. ON THE ABOVE "DUE DATE". The official time clock will be time clock located in the Purchasing Department. Bids received at 2:01 and thereafter are Late Bids and will not be accepted.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be 60 calendar days unless a different period is noted by bidder.

The County reserves the right to accept or reject in part or in whole any bids submitted. The Commissioners Court will award the contract to the responsible bidder who submits the lowest and best bid as determined by Commissioners Court. The Commissioners Court reserves the right to determine compliance and to waive technicalities or irregularities and to make award in the best interest of Dallas County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services or Equipment bid on, or to influence any person to bid or not to bid thereon.

**NAME AND ADDRESS OF COMPANY/BIDDER:		<u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u>
Company Name (PRINTED):		Name (PRINTED):
Mailing Address:		Title:
		Signature:
City/ State:	ZIP:	E-Mail Address:
Telephone No.		Fax No.:
Federal Tax Payer ID/Certificate Number:		WEB Site:

HELP US KEEP OUR VENDOR'S LIST CURRENT

NO BID is submitted for __ this time only; NOT THIS COMMODITY/SERVICE__ ONLY. FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if removed you will be reinstated upon request. If not submitting a bid, please complete the questionnaire on the next page.

**** Legal Name, Address and Tax Payer ID number:** Bidders are to submit the company's "Legal Name" as identified by their Federal Tax Certification certificate. Bidders are to complete the attached Federal Form "W-9" for verification and filing purposes. Dallas County reserves the right to withhold any invoices and/or payments, without penalties, for documents submitted under a different name/billing address than that identified on the proposal document/award court order or contract.

SOLICITATION # 2009-086-4428

Annual Contract for Janitorial Services for the Southern and Southwest Sections of Dallas County

NOTICE

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

(To Be Completed ONLY IF YOU DO NOT BID.)

	YES	NO
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the County pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

COMPANY NAME	
PERSON COMPLETING FORM	Telephone:
MAILING ADDRESS:	Fax:
CITY, STATE, ZIP CODE	Date:

Specification Bid No. 2009-086-4428

Dallas County is requesting bids for an Annual Contract for Janitorial Services for the Southern and Southwest Sections of Dallas County. Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – insurance, taxes, benefits, overhead/profit, permits, licenses, fees, labor, personnel, service, supervision, administration, management, reports, forms, material, supplies, chemicals, tools, equipment, documentation, fuel surcharges, shipping, transportation, freight, and all other cost associated with this contract are to be included in bid proposal. Services and Delivery will be F.O.B.: Dallas County as indicated on each individual purchase order.
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) Name and address of vendor
 - (b) Name and address of receiving department
 - (c) Dallas County Purchase Order number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
3. INSURANCE REQUIREMENTS

Liability and Other Insurance Coverage

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

- 3.1 Workers Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.
- 3.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000.00 Products/Completed Operations Aggregate and a \$500,000.00 General Aggregate Limit. The policy shall include coverage

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for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

- 3.3 Fidelity Bond (Crime/Employee Dishonesty Policy): Contractor shall maintain fidelity bond that provide coverage for a loss involving money, securities 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).

3.4 **Performance Bond** (*Only required if the Total Contract Value exceed \$100,000*).

In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded firm will submit a good and sufficient Performance Bond in an amount equal to 100% percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Dallas County.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance and/or contractor request, Dallas County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Dallas County will seek it's attorney's fees and cost of suit from the Contractor.

Bonds shall be executed by a duly authorized surety company satisfactory to Dallas County. Dallas County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Dallas County who are now in default or delinquent on any bonds or who are interested in any litigation against Dallas County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Dallas County Purchasing Department, c/o Purchasing Agent, 509 Main Street, Room 623, Dallas, Texas 75202, within 30 days after award of the contract.

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

- a. Except for 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.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.

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- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. 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 Dallas 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).

INSURANCE LAPSES

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance 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 successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such 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 shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), 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 SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

4. DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, 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 vendor 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.

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5. PROVISION OF HEALTH INSURANCE COVERAGE

Dallas County may elect to give preference to bidders who provide health insurance coverage to the bidders' employees that is comparable to the coverage Dallas County provides to its employees as allowed by Texas Local Government Code 262.0271. This bid packet contains information concerning Dallas County's health insurance coverage. Bidders should review this information and determine if the level of coverage they provide is comparable. If subcontractors are to be utilized, this preference will only be considered if all subcontractors also provide comparable health insurance coverage to the subcontractors' employees.

6. This will be firm fixed unit price contract for a twelve (12) month period beginning July 01, 2009 or the date of award, if thereafter. This contract may be renewed/extended for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
7. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
8. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving a ten (10) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.
9. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Bid Price
 - c. Delivery Date
 - d. Results of Testing Samples
 - e. Special Needs and Requirements of Dallas County
 - f. Dallas County's Experience with Products Bid
 - g. Vendor's Past Performance Record with Dallas County
 - h. Dallas County's Evaluation of Vendor's Ability
 - i. Estimated Costs for Supplies, Maintenance, etc.
 - j. Estimated Surplus Value
 - k. Dallas County reserves the right to award to a primary and secondary vendor.
11. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been

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(received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.

12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
13. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
14. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
15. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
16. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County
18. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.
19. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
21. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

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- 22. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
- 23. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease-purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
- 24. Contractors are **not** officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
- 25. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

26. TERMINATION

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days written notice thereof to the Contractor with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

- 27. Monetary Restitution - In the event the contract is prematurely terminated due to 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 vendor's rate and new company's rate) beginning the date of vendor'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.
- 28. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the 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 the County in writing of any potential conflict of interest.
- 29. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer 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.
- 30. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 31. Each offeror is requested to carefully read the **MINORITY BUSINESS POLICY OF DALLAS COUNTY** (following the Bid Proposal Section of this specification). If you have any questions and/or comments regarding the policy statement, how to become a certified minority/women-owned business for the County, or how to complete the Letters of Assurance A or B and the MBE/WBE Identification form please call the M/WBE Coordinator for Dallas County, at 214/653-6018 or 653-6021.

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32. Questions or administration of this contract, the Dallas County representative is:

Dallas County Purchasing Department
Gloria McCulloch
(214) 653-7433 (office)
(214) 653-7449 (fax)
gwebb@dallascounty.org

NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this Bid will be made available “exclusively” through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://www.dallascounty.org/department/purchasing/currentbids.html> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

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

1. Go to: <http://www.dallascounty.org>
2. Navigate to the far right hand column that reads: What are you searching for?
3. From the pull down menu labeled “Dallas County Departments” select Purchasing
4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.

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INTENT

Dallas County is soliciting bids from qualified bidders to provide Janitorial Services as outlined in this document. Bids submitted in response to this solicitation must comply with all the instructions, procedures, provisions, and requirements contained herein.

1. PRE-BID CONFERENCE

A pre-bid conference will be held on June 17, 2009, 2:00 p.m., George L. Allen Sr. Courts Building, 600 Commerce Street, 2nd Floor, Training Room A& B, Dallas, Texas. The purpose of this conference is to allow potential bidders the opportunity to ask clarifying questions associated with the scope of services, general and technical requirements, and to obtain a better understanding of the services required of this project. All responses to the questions at the pre-bid conference will be oral and in no way binding to the County.

Pre-Bid Conference attendance is voluntary, however it is strongly recommended that all bidders attend. If you have questions regarding the conference, contact Gloria McCulloch at 214.653.7433 or e-mail gwebb@dallascounty.org.

2. SUBMISSION OF QUESTIONS

The deadline for submission of written questions regarding this bid will be June 18, 2009, 5:00 p.m., CST. The official responses to all written communication will be issued in written addendum or posted as general information to all documented participants holding copies of the bid.

E-mail or fax all questions to gwebb@dallascounty.org or 214.653.7449. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation will be made available “exclusively” through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://www.dallascounty.org/departments/purchasing/currentbids.html> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

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2. Navigate to the far right hand column that reads: What are you searching for?
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4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.

3. GENERAL REQUIREMENTS

- 3.1 Contractor shall furnish all labor, personnel, service, supervision, administration, management, reports, forms, insurance, benefits, material, supplies, chemicals, tools, equipment, paid all taxes, fuel surcharges, shipping, transportation, freight, and all other overhead cost necessary to provide the highest quality of janitorial services.

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- 3.2 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.
- 3.3 All labor force and supervision will be employees of the Contractor. Contractor will pay all salaries, wages, expenses, and related federal taxes, social security taxes, state and local taxes, unemployment taxes, and other similar taxes which apply to such employees.
- 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.
- 3.4 Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151. Acceptance evidence shall consist of a birth certificate or appropriate naturalization documentation papers. These documents shall be made available to Dallas County, upon request within one (1) business day of notification.
- 3.5 Minimum Wage: Contractor agrees to pay not less than the current Federal minimum wage rates established by law for all hours worked. In the event the Federal minimum wage rates are increased, the Contractor may, at the time of renewal/extension of the contract, submit a request for increases by providing justifiable documentation addressing the wage rate increases and a list of employee name(s), job title (s), job description (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 at the time of renewal or extension constitutes successful bidder's acknowledgement and understanding that revised Federal minimum wage rate or law will not impact its bid prices throughout the term of contract and waiver of any contractual price increase request(s). The County reserves the right to request any information to support all contractual price increase(s) determinations. Upon submission the Purchasing Department will review and forward the request to the Dallas County Commissioners Court for formal approval or rejection. However, Dallas County reserves the right to reject the request and re-solicit proposals if deemed in the best interest of the County.
- 3.6 This will be a firm fixed unit price contract for a twelve (12) month period beginning on or before July 01, 2009, or the date of award if thereafter. This contract may be renewed or extended for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, Contractor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals and extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
- 3.7 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, 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.
- 3.8 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

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will be evaluated in terms of the cleaning results achieved.

3.9 Contractor must be prepared to fully assume responsibilities of this contract and begin cleaning facility on or before July 01, 2009.

3.10 All evening services performed under this contract shall be completed between the hours of 6:00 p.m. and 12 a.m., Sunday through Thursday (within six (6) hours) unless specified other wise. Cleaning services will not be required on days which are declared County Holidays.

Dallas County observes the following Holidays:

- New Year's Day
- Martin Luther King Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Holiday (Thursday & Friday)
- Christmas Holidays (Two (2) consecutive days)

3.11 The Contractor shall not perform vacuuming or make any loud noises near rooms or offices until they are vacated.

3.12 Any cleanable or serviceable areas which are added or deleted due to remodeling, expansion and/or closure at any of Dallas County properties will be done so at the same rate per square foot stated on the bid proposal sheet. In addition, if On-Site Daytime Janitorial Personnel is added or deleted during the duration of this contract cost will be at the same hourly rate stated in the bid proposal sheet.

3.13 Contractor shall have a minimum of three (3) years consecutive experience providing janitorial services for facilities of comparable usage and size (35, 000 sq. ft or larger – one location/entire complex) within the past four (4) years. The reference listing must include:

3.13.1 Names, addresses, and phone numbers of at least five (5) individuals (Janitorial Services Clients and/or Commercial Accounts) who can verify and substantiate the qualifications and experience requirements for services completed within the past 24 months.

3.13.2 At least two references must be less than six (6) months old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, amount, and geographical dispersion.

3.13.3 The services performed must include the number of facilities, total square footage of each facility, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.

3.13.4 Training and professional certification of key individuals who will be involved in the Dallas County contract.

3.14 Contractor shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The bidder shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.

3.15 Contractor shall graphically demonstrate the relationship between the Account Executive and the Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.

3.16 The Account Executive and the Project/Site Manager shall be accessible to the Dallas County Project Coordinator(s) twenty-four (24) hours per day, seven (7) days per week. Contractor must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on

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vacation, terminated, or otherwise unavailable, the Dallas County Project Coordinator or Building Inspector must be notified immediately (within 24 hours) of who on site is in charge of operations and their contact information.

3.16.1 Project Coordinator: Ella Daniels at 214.653.6717

3.17 Training Plan: Contractor shall include a comprehensive training plan which includes at a minimum:

3.17.1 Specific training each employee involved in this contract (including supervisory and management personnel) has already received.

3.17.2 Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.

3.17.3 Include details of when and where such training is to be accomplished. Dallas County reserves the right to observe any such training.

3.18 Key Control and Security: Contractor must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful bidder shall be responsible for all keys issued to them. The contractor is required to contact Dallas County when a key is lost/stolen or broken as soon as possible; Dallas County will handle the key replacement at the awarded contractor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks will also be charged to the awarded contractor. In facilities with electronic alarms systems, the contracted contractor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees.

3.18.1 Each employee must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time. No employee is allowed to sign-in or out for other person on the log-sheet. Failure to sign-in and out on a daily basis may result in none payment of services for that day.

3.19 Contractor Employee Rules: Contractor agrees to be responsible for and shall provide general supervision of all employees working under this contract. Whenever any employee(s) is working there shall be a designated supervisor directing his/her work. The Contractor shall ascertain that all employees abide by the following rules:

3.19.1 All contract employees shall be minimum age of sixteen (16).

3.19.2 Contractor will furnish and supply each contracted personnel with County approved pictured I.D. badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. The ID badge must indicate employee name and company name.

Dallas County will 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. Should a badge become lost, stolen, etc., the Contractor will notify the Dallas County Project Manager or Building Inspector immediately for a replacement badge. The cost of replacement is ten dollars (\$10.00) per badge which will be charged and deducted from Contractor service invoices. All badges issued must be returned upon termination or at end of contract period. Failure to return badges within ten (10) days upon termination of contract will result in a deduction of ten dollar (\$10.00) for each outstanding badge to be taken from vendor final invoice.

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- 3.19.3 Contractor will furnish and supply each contracted employee with a distinct uniform consisting of one dedicated color which clearly indicates company name and/or logo. No blue shirts, t-shirts, shorts, skirts, open toed or heeled shoes are allowed or are acceptable. Uniforms must be clean, free of dirt and odors, and neat in appearance (no holes/tears) at all times. Employee must wear uniform at all times while on premises.
- 3.19.4 Be physically able to perform their assigned work.
- 3.19.5 Be of good integrity and character.
- 3.19.6 Do not disturb any papers, boxes, or materials, except that in trash receptacles, or designated areas for trash or unless material is properly identified as trash.
- 3.19.7 Do not open drawers or file cabinets.
- 3.19.8 No visitors are permitted within the perimeter of the building under contract.
- 3.19.9 No unauthorized personnel are to accompany the Contractor's employees to work. (i.e. children, friends, relatives, etc.).
- 3.19.10 No unauthorized use of telephone except emergency cases. No food or beverages consumed in unauthorized areas.
- 3.19.11 No unauthorized use of computers or other electronic communication devices.
- 3.19.12 No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed legal drugs is permitted on County property.
- 3.19.13 Do not leave keys in doors or admit anyone into building or any office who is not a designated employee of the Contractor.
- 3.19.14 Contractor is responsible for securing the building and turning off all lights and locking all doors during the servicing of the buildings and upon completion of work within the buildings. If the contractor has keys to locked doors, once the doors are un-locked they must be re-locked immediately upon entering 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. Contractor will be responsible for re-setting the building alarms upon exiting of the building. All exterior doors must remain locked after 5:00 p.m. It is the awarded contractor responsibility to make sure that each building is secured, all exteriors doors are locked and lights are turned off. In case of any problems, please call Security at 214.653.6776 or 214.653.6750.
- 3.20 Pilferage of Items and Vandalism: Contractor must indicate how they plan to make sure that items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. The cost of replacing any items stolen or broken by Contractor's employees will be charged to the Contractor.
- 3.21 Financial Statement: In order for the County to complete its financial review of each bidder the following documentation is requested:
 - 3.21.1 Audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant.) for the last two (2) years (2006 and 2007 or 2007 and 2008 statements), including income statements, balance sheets, and any changes in financial position.
 - 3.21.2 The latest quarterly financial report and a description of any material changes in financial position.

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3.21.3 Most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report

NOTE: 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 respondent 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 unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated.

Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this solicitation. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

3.22 Quality Control Plan: Contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Dallas County Project Coordinator or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

3.22.1 Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Dallas County Project Coordinator and/or Inspectors to maintain the building at the standard required.

3.22.1.1 Contractor agrees to complete the Quality Certification form included in this package, certify that the building(s) meet the quality standards set forth by Dallas County, and include a form per building with the monthly billing. Each building will be certified each month. The certification will be conducted on the last week of each month.

3.22.2 The method(s) for correcting deviations from standards.

3.22.3 Contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.

3.22.4 The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.

3.22.5 This plan should include a suitable way to inform the Dallas County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).

3.22.6 Contractor must develop a checklist acceptable to Dallas County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Dallas County Project Coordinator and/or Building Inspector at the daily, weekly, monthly and/or quarterly meetings with Contractor representative.

3.22.7 Contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled or other problems arise.

3.23 Invoicing: Two (2) invoices are required. Invoices shall be sent to addresses below to expedite payment:

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- 3.23.1 Dallas County Facilities Management Department
Attn: Project Coordinator
600 Commerce Street, 9th Floor
Dallas, Texas 75202
214.653.6776
- Dallas County Auditor's Office
Attn: Account Payable
509 Main Street, 4th Floor, Room 407
Dallas, Texas 75202
214.653.6473
- 3.23.2 Invoice(s) submitted must include month of service, bid number, purchase order number, unique invoice number for each month of service, building name & location, cleanable square footage per building, cost per square footage per building, Daytime Janitorial Personnel/employee hourly rate & number of hours worked. Invoice(s) must reflect any area(s) or square footage that is not billed as a result of permanent or temporary closing(s) so as to reflect the contractual bid amounts and track developmental changes.
- 3.23.3 Invoices must also include copies of all personnel time sheets being billed for that month services per building location. The time sheet must reflect the day and time worked per individual.
- 3.23.4 Invoices may be returned unpaid to the Contractor when one of the following conditions exists:
- 3.23.4.1 Invoice does not contain all the required information.
- 3.23.4.2 Price on the invoice does not correspond to the bid price.
- 3.23.5 Contractor shall submit all invoices on a monthly basis after service provided is completed. Payment will be made monthly, in arrears. Dallas County's goal of paying all valid invoices with the proper documentation, verification of services performed in accordance with bid specifications and with valid insurance within thirty (30) days.
- 3.24 Deficiency Reporting and Non-Performance
- 3.24.1 If a cleaning-related deficiency is noted by the County, the Dallas County Project Coordinator or Building Inspector for the affected facility will notify the Contractor's Representative immediately by telephone and followed up in writing via fax or e-mail (the written document is hereafter referred to as a "Deficiency Notice"). The Dallas County Coordinator or Inspector will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct deficiency as stated in 3.24.2.
- 3.24.1.1 The Contractor's Representative shall provide a written response to Dallas County Project Coordinator or Building Inspector no later than the end of the correction time period stipulated in the 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 Project Coordinator 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.
- 3.24.2 Daily services found to be substandard, deficient, incomplete manner, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action.

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The Contractor shall be provided 1.5 hours or as agreed upon timeframe by Dallas County in writing from the time of notification to rectify the problem. If the problem is not corrected within the established time limit liquidated damages will be calculated based on the criteria stated in 3.24.9.

- 3.24.3 When a deficiency in a "periodic service" has not been corrected within the time period stipulated by the Dallas County Project Coordinator or Building Inspector, the Contractor must, within one working day, correct the deficiency. Dallas County Project Coordinator or Building Inspector will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 - 3.24.3.1 If deemed an acceptable corrective action and/or time frame by the Dallas County Project Coordinator or Building Inspector, the Contractor shall submit a report when the corrective action has been completed.
 - 3.24.3.2 If Dallas County Project Coordinator or Building Inspector determines this response is unacceptable, the Dallas County Project Coordinator or Building Inspector shall notify the County's Purchasing Department in writing. The Purchasing Department shall follow the steps in this bid document relating to non-performance.
- 3.24.4 The Contractor will be allowed to redo a service upon notification. However, Dallas County reserves the right to consider any required repeat service as a failure to perform.
- 3.24.5 If a deficiency is not properly addressed within the correction period given, Dallas County will withhold a portion of the payment.
- 3.24.6 If deficiency or the same problem recurs, Dallas County will deduct without further notice.
- 3.24.7 Contractor will be notified in writing of the intent by Dallas County to invoke a penalty. Contractor has two (2) business days to respond in writing to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract.
- 3.24.8 Repetitive nonconformity in any one area or consistent overall non-conformity to workmanship and standards set forth in bid requirements will result in the cancellation of the contract and/or punitive action as deemed necessary by the County.
- 3.24.9 Liquidated Damages for Non-Performance of Services

Contractor shall agree and understand that any assessments of liquidated damages shall be within the discretion of Dallas County and shall be in addition to, not in lieu of, the rights of Dallas County to pursue other appropriate remedies. The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of Dallas County and Public Safety. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances and shall not be construed as a penalty. Contractor shall also agree and understand that such liquidated damages shall be deducted from the contractor's monthly invoices pursuant to the contract.

- 3.24.9.1 For each task required herein that is not performed by the Contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and/or by Dallas County Project Coordinator or Building Inspector, the Contractor shall pay liquidated damages in the amount specified below for "each day" after the task was required to be performed until it is performed, corrected, and approved by Dallas County Project Coordinator or Building Inspector.

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Example: On the “SUMMARY OF REQUIRED CLEANING TASKS CHART”. The awarded Contractor is required to complete a total of 35 daily tasks for each building, floor, office, room, etc. covered under the bid requirements. If the contractor only completed 20 of 35 daily tasks regardless of the building, floor, office, room, etc. the Contractor would be docked \$75.00 based on the chart below.

Daily Task Requirement	\$5.00 per task
Weekly Task Requirement	\$10.00 per task
Monthly Task Requirement	\$20.00 per task
Quarterly Task Requirement	\$50.00 per task

3.24.9.2 If daytime janitorial personnel fail to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. Replacement personnel shall be available to replace sick, absent or vacationing employees. They are required to meet the same standards as outlined for regularly scheduled employees.

3.24.9.3 Charge backs for non-performance - Corrective Actions by County or its' Designated Representative. If, under the provisions of this Contract, Contractor is notified by Dallas County Project Coordinator or Building Inspector to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Dallas County Project Coordinator or Building Inspector may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and charge back the Contractor for the costs incurred. Furthermore, if Dallas County Project Coordinator or Building Inspector agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Dallas County Project Coordinator or Building Inspector may, upon written notice, perform such work by the most expeditious means available and charge back Contractor for the costs incurred. The cost of charge back work shall include: (1) Incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.

3.25 Service Requirements: The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Contractor must show that they are capable of delivering services equal to or better than these minimum service levels.

3.25.1 Contractor Personnel

3.25.1.1 Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the County by virtue of this contract. No provision of this Contract shall be for the benefit of any other party than the County and Contractor. Dallas County will not manage Contractor employees.

3.25.1.2 Employees: Contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable them to properly, adequately, safely and

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economically operate, maintain, and account for the facility. The County has provided, in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet Dallas County standards. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. *County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees are not employees of the County and have no recourse from the County.* The County may require dismissal from work any Contractor employee for misconduct, incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of his/hers duties and any employee who is identified as a potential threat to the facility and its population.

3.25.1.3 Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151. Acceptance evidence shall consist of a birth certificate or appropriate naturalization paper.

3.25.1.4 Contractor shall provide brief information about the records kept on employees before, during, and after employment, in the following format: Method of recruiting new employees; Results of background check performed by the company and criteria for determination of hiring based on information revealed by background check.

Contractor will be responsible for all employee background checks and for any individual providing service under this contract. The employee background check must be completed prior to working on County property. The results of the employee background check shall be submitted to the Project Coordinator or other designated Dallas County staff members.

Contractor also must agree that any individual providing services under this contract may be required upon request to pass a Dallas County Sheriff's Department background investigation which will include a criminal history check.

3.25.1.5 Safety Training and Education: Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

3.25.1.6 Incident Reporting: 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 Project Coordinator or Building Inspector by telephone within twenty-four (24) hours of the occurrence and followed up by a written report within one (1) business day.

3.25.1.7 Protection: Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor.

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3.25.1.8 On-Site Daytime Personnel (Day and Evening Crews): Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available and reachable either by phone or pager at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. All supervisors associated with this contract will provide Dallas County designated representative their name and contact information (i.e. telephone and/or pager number). If proper supervision is not available, due to unforeseen acts or circumstances beyond Contractor's control, the assigned employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

3.26 Material, Supplies, Equipment and Utilities

3.26.1 Furnished by Dallas County

3.26.1.1 Toilet paper, toilet seat covers, paper towels, bar soap, and hand soap for dispensers.

Contractor is required to maintain an inventory list of the material and supply items furnished by Dallas County. The inventory list will indicate: a) description of the item(s); b) quantities furnished by Dallas County; and c) building location(s) of disbursement. The inventory list of all disbursements shall be furnished to Dallas County on weekly basis or as determined by Dallas County.

3.26.1.2 Electrical power at existing outlets for the Contractor to operate equipment necessary in the conduct of its work.

3.26.1.3 Water as necessary.

3.26.1.4 Space within the building commensurate with the Contractor's personnel complement and operational requirements, storage space, and janitor's closets, where available. All storage area shall be kept clean and hazard free, by the Contractor.

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3.26.2 Furnished by Contractor

3.26.2.1 Contractor shall furnish all trash liners, supplies including pagers, batteries, cleaning chemicals, air fresheners, sanitizers, sanitary napkins (optional), granulated urinal blocks and screens, disinfectants, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of Dallas County. These supplies and materials shall be of a quality and type customarily utilized by other Contractors engaged in the profession of providing janitorial services. *At "no" time shall the Contractor use any Dallas County products such as pink hand soap as chemical cleaner and/or paper towels used to wipe mirrors, commodes, glass, counter tops, etc..* No later than five (5) days prior to the contract starting date, the Contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Dallas County Project Coordinator or Building Inspector must approve the Contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing Caution or Warning labels) have been furnished to the Dallas County Project

Mandatory Chemicals

Sanitizers

Furniture Polish

Germicides

Graffiti Remover

All Purpose Cleansers

Gum Remover

Glass Cleaners

Carpet Cleaner

Fabric Cleaners

Deodorizers

Hard Floor Cleaner

Hard Floor Finishes

Hard Floor Strippers

3.26.2.2 Sanitary Dispenser Supply: Dallas County will provide dispensers for the feminine hygiene product which are to be furnished by the awarded Contractor. All monies collected by the Contractor, from the sales of the products become the property of the Contractor. Dallas County shall not be held liable for theft of the products/monies stolen from these machines.

3.26.2.3 Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

3.26.2.4 Any material being used which is not achieving desired results will be replaced with a more effective product.

3.26.2.5 Cleaning equipment shall include, but not be limited to, power driven floor scrubbing machines, waxing, and polishing machines, buffer, wet/dry vacuum, hand/portable vacuum with attachments, industrial/commercial vacuum cleaners, cleaner's carts, trash collecting receptacles, mops all types including 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

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dusters (no feather duster should be utilized), gallon buckets, putty knife, wet floor caution signs and all other necessary equipment or supplies 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 work of this kind. Defective equipment shall be repaired or replaced immediately.

3.26.2.6 Contractor will furnish and supply each contracted personnel with pictured I.D. Badge before working in any County Facility. The badge shall be worn in a clearly visible manner at all times when working in County facilities. The ID badge must indicate employee name, building designation, and company name.

4. TECHNICAL REQUIREMENTS

4.1 Restroom Cleaning

4.1.1 Restrooms are considered clean when all areas are clean and free of 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.

4.1.2 Restroom cleaning shall include: sweeping, scrubbing and wet mopping 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.

Commodos and Urinals shall not have any spots, rust or stains on the top and bottom of seat-inside and out of bowl, including under the lid, on the tank, and the pipes shall be free of rust, spots or stains. Trough shall be free of debris. In addition, cleaning solution shall be flushed through the urinal trap to reduce the accumulation of scale. Contractor to provide and install granulated urinal blocks and screens in all urinals. Apply necessary sanitation and disinfectant antiseptic preparations.

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.

4.1.3 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 bags. Open paper products will not be set on backs of toilets, sinks, trash cans, or broken fixtures.

4.1.4 Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

4.2 Floors

4.2.1 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.

When sweeping resilient tile, terrazzo or sealed concrete floors, treated dust mops shall be

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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.

- 4.2.2 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 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.
- 4.2.3 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 and rain, snow or sleet has blown in, or other substances tracked in.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 Floor Finishing: 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/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, terrazzo, 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.

- 4.2.6.1 Contractor agrees to provide and maintain a monthly floor maintenance schedule that includes all the buildings identified in this bid. The schedule should reflect tasks such as spray buffing, polishing, stripping & waxing plus scheduled (required) quarterly tasks. This floor schedule will be included in the monthly billing packet due to Dallas County.
- 4.2.7 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.
- 4.2.8 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

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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.

- 4.2.9 Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
- 4.2.10 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.
- 4.2.11 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.
- 4.2.12 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.

4.3 General Cleaning

- 4.3.1 Spot Cleaning and Damp Wiping of Surfaces: Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
- 4.3.2 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.
- 4.3.3 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. This activity may require a ladder and safety plan both to be furnished by the awarded Contractor.
- 4.3.4 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.
- 4.3.5 Millwork in courtrooms will be maintained with the required care. All wood surfaces shall be cleaned/finished in accordance with the manufacturer recommendations and instruction as needed.
- 4.3.6 Cleaning Drinking Fountains: The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a

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uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant.

- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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 dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
- 4.3.10 Cleaning and Dusting Venetian Blinds and Mini-Blinds: Clean all Venetian blinds. Blinds must be free of dirt, dust and grime.

4.4 Waste Removal

- 4.4.1 Trash Removal: Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and move to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. 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 collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
- 4.4.2 Recycling Program: The successful bidder will work with Dallas County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Dallas County Project Coordinator or Building Inspector. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

4.5 Exterior Cleaning

- 4.5.1 Empty all trash and waste receptacles in courtyards, entryways, and docks and move to designated areas 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 cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.
- 4.5.2 Emptying and Cleaning Ashtrays and Urns: Empty and clean all ashtrays and urns in entryways, lobbies and corridors. 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.

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4.6 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, exterior microwave oven, vending machines, and cupboards. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Vacuum carpet and/or dust and mop floor. Clean all doors, 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.

4.7 Special Areas

4.7.1 Elevator/Escalator Cleaning: Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and sweeping and mopping floors, stripping floors and buffing as required. All elevators/escalators should be free of trash and debris and stains. 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.

4.7.2 Cleaning Storage Space and Mop Closets: All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

4.7.3 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, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up, any debris removed.

4.7.4 Asbestos (Safety Requirements): The County of Dallas has established policies for administering, governing and implementing procedures for a city-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 custodial contractors.

No contract employee 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. If there are any concerns as whether asbestos is present, Contractor shall notify Dallas County Project Coordinator immediately.

4.7.5 Fire Protection and Prevention

Contractor shall comply with all fire protection measures prescribed in the City Fire Code. 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. 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. All electrical appliances, cords and extension cords shall bear the UL approved tags.

4.7.5.1 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

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and high wattage lamps and etc. The Contractor shall not store contaminated buckets, mops, cloths, and brushes that may be subject to spontaneous combustion.

4.7.5.2 Contractor is responsible for posting Material Safety Data sheets (MSDS) accessible to employees, and provides copies of all MSDS to the Contracts Manager.

4.7.5.3 Contractor shall store used wiping cloths and treated dust mops in covered metal containers. Employees shall be required to collect contents of ashtrays in metal containers separate from regular collection containers.

4.7.6 Waste Management

4.7.6.1 In effort to meet new mandated state regulations relative to waste paper management, the County of Dallas has implemented a County-wide waste paper management plan geared to meeting these requirements.

4.7.6.2 The County will need the cooperation of County employees and custodial service contractors in order to make the program cost effective and workable. Disposable/recyclable products will be placed in special containers by County employees and disposed of by custodial contractors in an orderly and consistent manner so that selected paper products etc. can be recycled. The janitorial personnel are responsible for collecting all paper contained in the designated containers located at each desk. The janitorial personnel will deposit the paper in the "collection bins". This service will be performed daily.

4.8 On-Site Daytime Janitorial Personnel (When Requested and Required)

Duties of the on-site daytime janitorial personnel shall include, but are not limited to:

4.8.1 Daytime janitorial personnel: Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The incumbent (s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond Contractor's control, the assigned employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

4.8.2 Daytime janitorial personnel will be required to work-up to eight (8) per day, Monday through Friday between the hours of 7:00 a.m. to 4:30 p.m. at the designated property location as scheduled and/or assigned by Dallas County Project Coordinator or Building Inspector.

4.8.3 Continually maintaining cleanliness of and restocking restrooms.

4.8.4 Respond to emergencies and other janitorial service duties as assigned.

4.8.5 Attend all day time inspection meeting and coordinate all instructions and requirements to Contractor's Representative and evening cleaning crew.

4.8.6 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.

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- 4.8.7 Daytime janitorial personnel will also be responsible for all morning and day janitorial services as outlined in cleaning task schedule. These services shall be provided five (5) days a week, Monday through Friday. Services shall include but not be limited to: cleaning of all restrooms, lobby/waiting areas, break rooms, removing all trash from all un-occupied rooms or as indicated in the Required Cleaning Task Tables in the Cleanable Section of this contract.
- 4.8.8 Contractor will provide all day personnel with a pager or other type of communication device while on Dallas County properties for easy access and provide the Dallas County Project Coordinator with all pager or telephone numbers upon award. If at any time Dallas County is required to supply communication device, the rental charge is ten dollars (\$10.00) per day which will be charged 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 staff, Dallas County will be charged and deducted at a rate of five dollars (\$5.00) each from the Contractor monthly service invoice(s).
- 4.8.9 All on-site daytime janitorial personnel are required to sign-in/log-in and sign-out/log-out daily at the appropriate security station or designated area as stated by the Project Coordinator. 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 charged and stated in the bid proposal to Dallas County.
- 4.9 Evening/Night Crew Cleanable Square Footage per hour: Contractor personnel shall clean a minimum of 2,800 square feet per hour.

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SUMMARY OF REQUIRED CLEANING TASKS CHART				
	Daily	Weekly	Monthly	Quarterly
Lobbies, Corridors, & Misc. Public spaces.	<ol style="list-style-type: none"> Sweeping Spot mopping Wipe down vending machines Spot cleaning Trash removal Vacuum of carpet Clean entrance doors & windows, seating areas, and drinking fountains Clean interior / exterior trash receptacles Dust window sills and frames 	<ol style="list-style-type: none"> Regular dusting Polishing metal Spot cleaning carpet Clean baseboards and window sills Spray buff 	<ol style="list-style-type: none"> Floor finishing including top scrubbing High surfaces between 70 & 144" high dusting Remove all dirt and streaks from all surfaces 70" & 144" high 	<ol style="list-style-type: none"> Floor finishing including stripping Cloth walls
Offices, Private workstations & Break rooms	<ol style="list-style-type: none"> Sweeping Spot Mopping Trash Removal Dust: all vending machines Damp Wipe: doors & trim, light switches, walls, and water fountains Vacuuming of Carpets in traffic areas General cleaning 	<ol style="list-style-type: none"> Vacuuming of carpet Spot cleaning Spray buffing 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. 	<ol style="list-style-type: none"> Clean curtains, drapes & Blinds, light fixtures & vents High dusting surfaces between 70 & 144" high Scrub and re-coat all flooring 	<ol style="list-style-type: none"> Clean lighting fixtures & lamps Floor finishing including stripping
Courtrooms & Jury rooms	<ol style="list-style-type: none"> Sweeping Spot mopping Spot cleaning of carpets, etc Trash removal Vacuum of carpet Clean Courtroom doors, benches, chairs, podiums, platforms, seating areas, and windows Clean interior / exterior trash receptacles 	<ol style="list-style-type: none"> Regular dusting including fixtures and vents Polishing metal Clean baseboards Polish paneling in courtrooms, jury box, & Judges bench Spray buffing 	<ol style="list-style-type: none"> Floor finishing including stripping High dusting 	<ol style="list-style-type: none"> Floor finishing including stripping Cloth walls
Restrooms	<ol style="list-style-type: none"> Clean, sanitize, and disinfect: urinals, basins, floors, etc. Clean partitions, doors, receptacles, and walls Trash removal General cleaning: mirrors, countertops, walls, etc 	<ol style="list-style-type: none"> Floor and walls cleaned Baseboards Dust: all surfaces up to 70" high, all light fixtures & vents, office furniture, desktops, Computer centers, bookcases, and window sills. 	<ol style="list-style-type: none"> Machine scrub restroom floors 	
Elevators	<ol style="list-style-type: none"> Sweeping Spot mopping Spray buffing General cleaning: polish all brass & stainless steel Vacuum carpets 	<ol style="list-style-type: none"> Clean carpet (part of normal cleaning, not additional service) Dust lamps 	<ol style="list-style-type: none"> High dusting 	
Stairwells Including from first step down, or up to next level	<ol style="list-style-type: none"> Policing 	<ol style="list-style-type: none"> Policing interior (on the stairs) and exterior (around the stairs) Spot mopping (as needed) Sweeping Vacuum Dusting Damp & wet mopping Clean handrails Remove debris 	<ol style="list-style-type: none"> High dusting 	
Outside Perimeter	<ol style="list-style-type: none"> Policing Trash Removal 			
Total tasks	35	27	11	6

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SCHEDULE OF REQUIRED CLEANING TASK

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	As needed	X
2. Clean waste receptacles and replace liners.	Daily	As needed	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	As needed	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 at least three (3) times per week.	Daily		X
6. Damp wipe all telephones and related equipment using antiseptic treated cloths.	Daily		X
7. Clean all janitorial closets.	Daily	X	X
8. Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily	As needed	X
9. Clean exterior and interior glass doors and frames and other interior glass, plastic and frames.	Daily	As needed	X
10. Remove fingerprints from around doors and light switches.	Daily	As needed	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
14. Spot clean walls, doors and trim.	Daily		X

SCHEDULE OF REQUIRED CLEANING TASK

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
15. Clean and polish all brass and stainless steel (i.e. railing, elevators, door knobs, plumbing fixtures, kick plates, e-directory, etc.	Daily	Not required - performed by evening/night crew	X
16. Clean and polish door knobs and railing	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 and all other surfaces up to 70" high.	Daily		X
20. General high dust partitions and other vertical surfaces, remove cobwebs.	Weekly		X
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.	Monthly		X
25. Remove stains 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

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SCHEDULE OF REQUIRED CLEANING TASK

Table B – Lavatory and Restroom 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 waste baskets and other trash receptacles, taking contents to designated area.	Daily	As Needed	X
2. Clean waste receptacles and replace liners.	Daily	As Needed	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
4. Clean, sanitize and disinfect urinals inside and out.	Daily		X
5. Clean, sanitize and disinfect commodes inside and out (includes removing any rust and stain).	Daily		X
6. Clean and polish all mirrors and countertops.	Daily	As Needed	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
9. Clean, sanitize and disinfect restroom and toilet floors.	Daily		X
10. Clean, sanitize and disinfect restroom wash basin wall area and toilet wall area.	Daily		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

Table C – Stairwell 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
2. Vacuum or sweep stairwells, stairs and landings.	Weekly		X
3. Remove all debris.	Daily		X
4. Spot mop for spillage.	Daily		X
5. Spot clean walls within 70", remove cobwebs.	Weekly		X
6. Damp mop all tile.	Weekly		X
7. Clean all handrails.	Weekly		X

SCHEDULE OF REQUIRED CLEANING TASK

Table D – Floor Care 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. 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).	Weekly		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. (Private)	Monthly		X
9. Strip and refinish all hard flooring. (Public)	Quarterly		X
10. Strip and refinish all hard flooring. (Private)	Quarterly		X
11. Spot Cleaning of Carpet	Weekly		X

Table E – Window 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. 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		X

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		X
3. Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.	Daily	X	X

SCHEDULE OF REQUIRED CLEANING TASK

Table G – Break Room 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. Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners.	Daily		X
2. Clean sinks, countertops, dispensing machines, and plumbing fixtures with suitable chemicals.	Daily		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
6. Clean exterior of refrigerator, vending machines, and cupboards.	2 x Weekly		X
7. Dust all light fixtures and vents.	Quarterly		X
8. Spot clean 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)	Frequency of Service	Daytime Personnel Task	Evening/Night Crew Task
1. Empty all trash receptacles.	Daily	As needed	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		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
2. Clean interior and exterior of trash receptacles and change liners when needed.	Daily		X
3. Clean all entrance glass doors and windows, interior and exterior surfaces.	Daily		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
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

Quality Certification

Vendor

Building

In efforts of maintaining quality standards in the month of _____, the building listed above was inspected on _____, by _____, _____.

Position

<input type="checkbox"/>	Clean carpet
<input type="checkbox"/>	Dust free
<input type="checkbox"/>	Floor shine/quality
<input type="checkbox"/>	Floor swept/mopped
<input type="checkbox"/>	Floor waxed
<input type="checkbox"/>	Policed perimeter
<input type="checkbox"/>	Restrooms sanitized
<input type="checkbox"/>	Stairwells/Landings clean & free of debris
<input type="checkbox"/>	Vacuumed
<input type="checkbox"/>	Washable surfaces (doors, glass, counters, furniture, etc..) are clean & wiped down
<input type="checkbox"/>	Janitorial closet is clean
<input type="checkbox"/>	Supplies are stocked and adequate
<input type="checkbox"/>	All required equipment is available & operable

I certify that this building and the items listed above meet the contractual standards as set forth by Dallas County.

Signature

Date

Paragraph 3.22.1. Contractor agrees to complete the Quality Certification form included in this package, certify that the building(s) meet the quality standards set forth by Dallas County, and include a form per building with the monthly billing. Each building will be certified each month. The certification will be conducted on the last week of each month.

Proposal Bid No. 2009-086-4428

The bidders hereby certify that they have read, understand, and agree that acceptance by Dallas County of the bidder's offer by the issuance of an award court order, purchase order, or a written formal contract will create a binding contract. Bidder, further agree to fully comply with all terms and conditions as set forth in the Dallas County bid specifications and other documentary forms herewith made a part of this specific contract.

Mail/Deliver Sealed Bid to:

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

Description	Estimated Quantities	Unit Cost	Extension Price
-------------	-------------------------	--------------	--------------------

NOTE: 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.

Cost of Janitorial Services – Southwest Section of Dallas County, per the terms and conditions set forth in the bid solicitation this includes the general and technical requirements and cleaning schedule matrix.

Note: All proposed square footage rates must take into account the new minimum wage rate that goes into effect July 2009, labor, taxes, insurance, material, supplies, chemical, overhead and profit.

1. Location: Grand Prairie Sub Courthouse 650 W. Main St., Grand Prairie, TX 75050	5,500 square feet	\$/sq. ft.	\$_____
---	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

2. Location: Grand Prairie Tax Office 525 W. Highway 303, Suite 591 Grand Prairie, TX 75051	3,800 square feet	\$/sq. ft.	\$_____
---	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

3. Location: Duncanville Tax Office 100 W. Wheatland, Duncanville, TX 75116	4,480 square feet	\$/sq. ft.	\$_____
--	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

4. Location: Lancaster Sub Courthouse 107 Texas St., Lancaster, TX 75146	5,500 square feet	\$/sq. ft.	\$_____
---	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

5. Location: Road & Bridge District 4 4403 W. Illinois, Dallas, TX 75211	1,200 square feet	\$/sq. ft.	\$_____
---	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

Proposal Bid No. 2009-086-4428

Description	Estimated Quantities	Unit Cost	Extension Price
-------------	-------------------------	--------------	--------------------

NOTE: 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.

Cost of Janitorial Services – Southwest Section of Dallas County, per the terms and conditions set forth in the bid solicitation this includes the general and technical requirements and cleaning schedule matrix.

Note: All proposed square footage rates must take into account the new minimum wage rate that goes into effect July 2009, labor, taxes, insurance, material, supplies, chemical, overhead and profit.

6. Location: CSCD Satellite Office Cockrell Hill Location 4909 Cockrell Hill, Dallas, TX 75236	8,545 square feet	\$/sq. ft.	\$_____
--	-------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

7. Location: South Dallas Government Center 7201 S Polk St., Dallas, TX 75232	27,525 square feet	\$/sq. ft.	\$_____
--	--------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

8. Location: Investment Building 414 South R.L. Thornton Frwy., Dallas, TX 75203	35,000 square feet	\$/sq. ft.	\$_____
---	--------------------	------------	---------

Specify the exact number of employees to be assigned to each evening to perform janitorial services in the area stated: _____

9. Cost for On-Site Daytime Janitorial Personnel, as per bid specifications for the listed location (s): TBD	2,080 hours	\$/hour	\$_____
--	-------------	---------	---------

Note to All Bidders: The extension price will be divided by the number twelve (12) to calculate the monthly cost for all on-site daytime janitorial personnel. Also, Dallas County will only pay for services rendered. Deductions will apply in the event of absenteeism at the hourly rate. All on-site Daytime Janitorial Personnel must sign-in/login and sign-out/logout daily.

10. Specify Cost for Performance Bond (if any), please refer to insurance requirements for details	\$_____
---	---------

11. Optional Services (As Requested by Dallas County Project Coordinator or Designee)
Specify cost for Additional Service Hour: This line is for special scheduled events and emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends). Services provided in such circumstances must be requested by the Project Coordinator or designee, and will be charged to the contingency line in the contract: \$_____/per hour

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

Any deviations to the Dallas County bid specifications may result in rejection of the Bidders Proposal if found unacceptable by Dallas County.

Specify Prompt Payment Discount Terms: _____% _____Days. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office.

Proposal Bid No. 2009-086-4428

Documents to be submitted with bid proposal response must be titled for identification:

- Organizational chart. The organization chart must clearly diagram/show the structure of your company/firm organization and the relationships and relative ranks of its parts and positions/jobs.
- Names and telephone number of the Account Manager/Executive, Site/Project Manager, Building Quality Control Manger/Inspector and Billing Manager/Coordinator
- Company/Firm internal policies and procedures
- Provide brief information about the records kept on employees before, during, and after employment, and background checks are performed
- Contingency Plan(s)
- Training Plan
- Quality Control Plan
- Sample Inspection Checklist
- Deficiency Report Resolution Form
- Floor Maintenance Report Monthly/Quarterly scheduling tool
- Key Control and Security Plan
- Pilferage & Vandalism Plan
- Current/Latest Year Financial Statement
- Equipment List
- Customer references
- Dallas County Insurance Affidavit or a current copy of the ACORD Certificate of Liability Insurance Form that indicate the coverage and level amounts
- M/WBE Forms
- List of employee name(s), job title (s), job description (s), employment date(s), and current pay rate (s) of the staff who will be assigned to this contract (may be furnished upon notice of award or with bid if so desired)

Please answer the questions listed below:

Is this an all or none bid? _____

Specify the year your company/firm was established (must be verifiable): _____

How many years have your company/firm have been in the business of providing janitorial services (must be verifiable)? List date began: _____

Specify the name and telephone number of the account representative who will be handling this account:

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the awarded Contractor agrees that all terms, conditions, specifications, and pricing would apply to that entity?
Yes _____ No _____

Note: All purchases by Governmental Entities other than Dallas County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Dallas County will not be responsible for other Governmental Entity's debt.

Does your firm/company have the required insurance coverage stated under SECTION 3 - INSURANCE REQUIREMENTS and agree to comply with these requirements during the duration of this contract? Yes _____ No _____

If No, will your firm be able to acquire the required coverage within ten (10) days upon notification of contract award?
Yes _____ No _____

NOTE: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. SEE Page 3, Paragraph 3.

Proposal Bid No. 2009-086-4428

Information on Provision of Health Insurance Coverage for Employees

Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page 6, paragraph 5). Please complete the information below to assist in this evaluation.

- a) Does your company provide health insurance coverage to its employees?
Yes _____ No _____
- b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?
Yes _____ No _____
- c) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment A)
Yes _____ No _____
- d) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?
Yes _____ No _____

In the event Dallas County elects to give a preference to a bidder, who provides comparable health insurance, that bidder and any subcontractors will be required to provide additional documentation of the declared health insurance coverage.

For statistical purposes:

Please indicate to Dallas County whether the principal company owner is a: (Please check one)

Dallas County Tax Payer

Other County Tax Payer

Please indicate the manner in which you were notified of this solicitation:

Daily Commercial Record

Dallas County Website

Letter from Dallas County Purchasing Department

Other: specify: _____

Thank you.

IN THE EVENT THAT THE ACCOUNT REPRESENTATIVE/CONTACT PERSON INFORMATION IS CHANGED DURING THE COMMENCEMENT OF THIS CONTRACT, IT IS YOUR COMPANY/FIRM RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT OF ANY CHANGES, PLEASE MAKE REFERENCE TO THE BID NUMBER.

CUSTOMER REFERENCES

FIRM SUBMITTING BID

1. COMPANY NAME: _____
CONTACT PERSON: _____
TELEPHONE: _____
SERVICE SITE ADDRESS: _____
SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
TOTAL SQ. FT. CLEANED AT THIS SITE: _____
CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)

2. COMPANY NAME: _____
CONTACT PERSON: _____
TELEPHONE: _____
SERVICE SITE ADDRESS: _____
SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
TOTAL SQ. FT. CLEANED AT THIS SITE: _____
CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)

3. COMPANY NAME: _____
CONTACT PERSON: _____
TELEPHONE: _____
SERVICE SITE ADDRESS: _____
SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
TOTAL SQ. FT. CLEANED AT THIS SITE: _____
CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)

CUSTOMER REFERENCES

4. COMPANY NAME: _____
- CONTACT PERSON: _____
- TELEPHONE: _____
- SERVICE SITE ADDRESS: _____
- SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
- TOTAL SQ. FT. CLEANED AT THIS SITE: _____
- CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)
5. COMPANY NAME: _____
- CONTACT PERSON: _____
- TELEPHONE: _____
- SERVICE SITE ADDRESS: _____
- SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
- TOTAL SQ. FT. CLEANED AT THIS SITE: _____
- CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)
6. COMPANY NAME: _____
- CONTACT PERSON: _____
- TELEPHONE: _____
- SERVICE SITE ADDRESS: _____
- SPECIFY TYPE OF COMPLEX: _____
(i.e.: office building, warehouse, park, etc.)
- TOTAL SQ. FT. CLEANED AT THIS SITE: _____
- CONTRACT/SERVICE EFFECTIVE DATE: _____
(Length of contract – start and end date)

Proposal Bid No. 2009-086-4428

(Attachment - A)

Dallas County Summary Plan Description

COVERED SERVICE (must be Medically Necessary)	You Pay	Plan Pays (After applicable copays)
PHYSICIAN SERVICES		
Office Visits		
- PCP (Family Practice, General Practice, Internal Medicine, Pediatrics, OB/GYN for well woman care only)	\$25 copay	100%
- Specialist	\$30 copay	100%
Hospital Visits	10%	90%
PREVENTIVE SERVICES	\$25 PCP / \$30 Specialist	100%
ALLERGY CARE SERVICES	\$25 PCP / \$30 Specialist	100%
MATERNITY SERVICES		
Prenatal and Postnatal Visits	\$25 PCP / \$30 Specialist copay for 1st visit only	100%
Delivery and Newborn Care in Hospital	10%	90%
OUTPATIENT SERVICES		
Outpatient Surgery (including all related surgical services)	10%	90%
Diagnostic Lab & X-rays		
- Performed by a physician's office, participating laboratory, or radiological provider	\$25 PCP / \$30 Specialist	100%
- Performed within 7 days prior to a hospital admission	0%	100%
Radiation, Chemotherapy, Dialysis	10%	90%
Rehabilitation Services and Therapy (Physical, Occupational and Speech Therapy only, limited to 60 visits per calendar year for all therapy combined)	\$25 PCP / \$30 Specialist	100%
INPATIENT HOSPITAL SERVICES		
Inpatient Care (semi-private room & board, surgery, medications, lab & x-ray, anesthesia and therapy)	10%	90%
EMERGENCY MEDICAL SERVICES		
Emergency Room Services (Copay waived if admitted)	\$75 copay	100%
Urgent Care Center	\$30 copay	100%
Physician Services in Emergency Room	\$0	100%
Ambulance Services – Emergency Only	\$0	100%



DALLAS COUNTY M/WBE SPECIFICATIONS

**Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
E-mail: ltcrawford@dallascounty.org
214.653.6018 (office)
214.653.7449 (fax)**

MINORITY/WOMAN BUSINESS 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 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 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 Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work)
- 6. Dallas County M/WBE 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 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 businesses as subcontractors/subconsultants. 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.
6. 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.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

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

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Table with 7 columns: Name of MBE/WBE, NCTRCA* Certification #, Phone #, S / M**, Description of Work, Amount, %

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added: Please Explain:

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

NAME OF YOUR BUSINESS: ADDRESS: PHONE#

Printed Name Of Preparer Signature Title Date



DALLAS COUNTY

5. Vendor Statistical Report

(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							

CHECK ONE:	Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature/Date:
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Non-Minority/Woman-Owned Firm		Typed Name and Title:

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. ***Includes:*** officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. ***Includes:*** accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. ***Includes:*** computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. ***Includes:*** advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. ***Includes:*** bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping/receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. ***Includes:*** building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, tailoress, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. ***Includes:*** apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.)., operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. ***Includes:*** garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. ***Includes:*** attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number _____ Project Title _____ Invoice # _____ Work Order Date _____ Job # _____

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director _____ Signature of Officer/Director _____ Date _____ Dallas County Project Manager _____ Date _____



**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker and Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Urmit Graham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

AFFIDAVIT OF _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared _____, individually and doing business as _____, who after being by me first duly sworn, deposed and stated as follows:

1. "My name is _____ appearing herein individually and as president and sole owner of _____. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct.

2. "My name is _____. I am president and sole owner of _____ located at _____, Dallas County issued Solicitation No. _____ (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for the following reasons: _____.

Further affiant sayeth not."

Name Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this ____ day of _____, 20____.

Notary Public in and for the State of _____

Commission Expires

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. 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 the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

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 page 2), 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 Social Security Administration 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 www.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, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. 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 requester 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 requester.

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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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 1.

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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date