

Celina Independent School District
Request for Competitive Sealed Proposal for
Custodial Services & Grounds Maintenance

Due: June 19, 2023

The Celina Independent School District (“District”) has issued this Request for Competitive Sealed Proposal (“RFCSP”) to receive sealed proposals (“Sealed Proposals”) from prospective Facility Service Contractors (“Contractor”) for Custodial and Grounds services (“Custodial and Grounds Services”) to be performed at all District facilities (“Facilities”) and to award a contract (“Contract”) to a Contractor for Custodial and Grounds Services. (These services may be bid together or separate.)

Sealed Proposals may be mailed to the District, or delivered to the District’s Central Administration Building, located at 205 S. Colorado St., Celina, Texas, 75009. Each Sealed Proposal must receive a date/time stamp from the District’s Central Administration on the date of delivery to the District, which must appear on the outside of the Sealed Proposal. Sealed proposals cannot be revoked after receipt of the proposals. Any proposals received that do not conform with the requirements set forth will not be considered for awards.

To obtain a copy of the Custodial and Grounds Services specifications or for additional information, contact David Wilson, Coordinator of Administrative Services, at davidwilson@celinaisd.com.

Timeline:

Pre-Bid Meeting for Facility tours:	10:00 A.M., May 16, 2023
Pre-Bid Questions Due:	10:00 A.M., May 25, 2023
FAQ Posted:	4:00 P.M., May 30, 2023
Deadline for Submission of Sealed Proposals will be:	3:00 P.M., June 19, 2023
Notify all Proposers of Award Status:	On or after June 21, 2023

(Notifications will be sent out via email)

All Contractor communications must be directed to:

David Wilson, Coordinator of Administrative Services
Celina Independent School District
Attn: Custodial/Grounds
205 S. Colorado St.
Celina, Texas 75009
Telephone: (469) 742-9100 x1124

All submittals must include five copies of the proposal.

Sealed Proposal envelopes must be clearly marked on the outside as follows:

**DO NOT OPEN – CUSTODIAL AND GROUNDS SERVICES CONTRACT
SEALED PROPOSAL TO BE OPENED ON
On or After June 21, 2023.**

PROJECT SCOPE

PURPOSE:

To provide comprehensive custodial and grounds maintenance services for all district assets as specified in Exhibit A, Custodial and Grounds Required Services. Supplemental to the Required Services, the District requests pricing for Additional Services offered by the Contractor that could aid in the efficient operation of our physical premises. The Additional Services should include offerings such as electrical, lighting, plumbing, HVAC, refrigeration, kitchen equipment repairs and general maintenance. Based on this RFP, Celina ISD may elect to award to a single, or multiple responsible Contractors a contract based on whose proposal, conforming to this RFP, is most advantageous to the District.

SCOPE:

The premises making up the working area covered by the RFCSP will include the following locations:

- A. **Celina Primary School**. – (45,060 SF) 507 E. Malone St., Celina, TX 75009
- B. **Lykins Elem. School** – (77,706 SF) 550 South Utah Cr., Celina, TX 75009
- C. **O’Dell Elem. School** – (100,910 SF) 750 Punk Carter Pkwy, Celina, TX 75009
- D. **Martin Elementary** – (100,910 SF) 2905 N. Louisiana Dr. Celina, TX 75009
- E. **CMS Sixth Grade** – (42,610 SF) 706 East Pecan St., Celina, TX 75009
- F. **Celina Junior High** – (81,035 SF) 710 East Pecan St., Celina, TX 75009
- G. **Moore Middle School** – (232,285 SF) 300 E. G.A. Moore Pkwy, Celina, TX 75009
- H. **Celina High School** – (227,436 SF) 3455 N. Preston Rd., Celina, TX 75009
- I. **Celina HS Athletic Complex** – (85,843 SF) 10499 Co Rd 103., Celina, TX 75009
- J. **Celina Administration** – (21,525 SF) 205 S. Colorado St., Celina, TX 75009
- K. **Transportation** – (6,360 SF) 710 East Pecan St., Celina, TX 75009
- L. **AG Shop** – (5,970 SF) 3455 N. Preston Rd., Celina, TX 75009
- M. **Out Buildings** – (1,967 SF) 3455 N. Preston Rd., Celina, TX 75009

Celina ISD Districtwide Total SF: 928,707 SF

For Grounds Maintenance, the following exterior areas make up the working area covered by the RFCSP:

- A. **Celina Primary School**. – 507 E. Malone St., Celina, TX 75009
Transportation – 710 East Pecan St., Celina, TX 75009
CMS Sixth Grade – 706 East Pecan St., Celina, TX 75009
Celina Junior High – 710 East Pecan St., Celina, TX 75009

Grounds Maintained: 431,278 SF / 9.90 Acres

- B. **Lykins Elem. School** – 550 South Utah Cr., Celina, TX 75009

Grounds Maintained: 213,212 SF / 4.89 Acres

- C. **O'Dell Elem. School** – 750 Punk Carter Pkwy, Celina, TX 75009

Grounds Maintained: 273,279 SF / 6.27 Acres

- D. **Martin Elem. School** – 2905 N. Louisiana Dr. Celina TX 75009

Grounds Maintained: 270,500 SF / 6.02 Acres

- E. **Moore Middle School** – 300 E. G.A. Moore Pkwy, Celina, TX 75009

Grounds Maintained: 2,001,031 SF / 45.94 Acres

- F. **Celina High School** – 3455 N. Preston Rd., Celina, TX 75009
Celina HS Athletic Complex – 10499 Co Rd 103., Celina, TX 75009
AG Shop – 3455 N. Preston Rd., Celina, TX 75009
Out Buildings – 3455 N. Preston Rd., Celina, TX 75009

Grounds Maintained: 1,738,153 SF / 39.90 Acres

- G. **Celina Administration** – 205 S. Colorado St., Celina, TX 75009

Grounds Maintained: 39,516 SF / 0.91 Acres

Celina ISD Ground Maintenance Total Acres: 113.84 Acres

FACILITY INSPECTIONS:

It is the responsibility of the Proposer to preview all locations prior to submittal deadline as listed above. Proposals from Contractors that do not personally inspect the District facilities and grounds will not be considered. Contractors must attend the proposal meeting on May 16, 2023 at 10:00 A.M. in the Celina ISD Administrative Building at 205 S. Colorado St., Celina, Texas, 75009.

CONTRACTOR SPECIFICATIONS:

The contractor must meet or exceed: (i) all requirements as contained herein to perform the Custodial/Grounds Services; and (ii) insurance requirements as set forth in this RFCSP. All applicable insurance must cover all of the Contractor's agents, servants, and employees.

The purpose of the scope of work and specifications contained herein are to define the requirements of the successful Contractor. It is the responsibility of the contractor to provide the District with professionally maintained facilities in a clean and safe manner. These specifications are written to the minimum expectations for the contracted cleaning and grounds maintenance services. The scope of frequencies noted in the documents are the minimum that are expected and may increase if necessary to achieve the standards set forth herein. No additional costs (fees) shall be borne by the District to achieve the minimum expectations. It will be the responsibility of the contractor and district to mutually agree for additional services and costs for any items or services not mentioned in this document.

It should be noted that the District reserves the right to utilize a Contractor's service for any or all of the facilities included on the proposal form. Addition of facilities to the contractor services during the course of the contract period will be at the unit cost submitted for the above scope.

Insurance Requirements

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

Staffing

Janitorial services will not be subcontracted by the Contractor to another company. All personnel shall be employees of Contractor and shall be compensated directly by Contractor. Contractor shall process the payroll for such employees with its own personnel unless otherwise approved by Celina ISD.

As employees of the Contractor, all janitorial staff will have medical coverage that is ACA compliant as well as a qualified retirement account such as 401K. Details regarding paid time off and other required

benefits will be summarized in the RFCSP document packet that is provided to all proposers. The annual work days for contracted custodial/janitorial and total annual grounds service cycles will be provided in the bidder's packet.

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

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

The contractor will be required to hire the number of full-time equivalent employees needed for the operation in accordance with its goals to provide the District with an efficient and successful maintenance and cleaning criteria and which is deemed to be most advantageous to the District. It is the responsibility of the Contractor to maintain staffing levels adequate to complete daily operations.

The contractor must provide a breakdown of full and part-time equivalents (FTE) levels of 8 hours per FTE. The contractor will also specify day and night time hours for each facility location.

The contractor will provide the District with login access to a biometric timekeeping system (photo image or fingerprint) so the total provided FTE can be validated by the District each day.

The contractor will provide custodial and grounds maintenance staff members year-round, excluding pre-determined holidays, for facility preparation, year-round office areas, and special events. The contractor must provide no less than 70% of the proposed total man-hours during the summer.

The contractor will **not include** the Project Manager within the attachment provided for total man-hours nor FTE totals. **The District will use this attachment for its decision making when considering the Contractor's level of personnel to achieve the successful goals of the District.**

All lead custodians must have public school janitorial experience or training. All cleaning services supervisory and lead personnel will be required to communicate verbally in English, project a professional image in their duties and deal with all people in a courteous manner.

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

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

Supplies and Equipment

The District will provide for the selected firm suitable central storage facilities and appropriate storage facilities at each work area.

The Contractor will provide all necessary equipment for the successful completion of the services required. The Contractor will provide any equipment that needs replacement or any required additional equipment. The cost of equipment required to maintain acceptable maintenance, custodial, and sanitation program should be within the total proposal.

Celina ISD will inspect all equipment used by the Contractor in the District's facilities. Equipment determined by the District to be unacceptable will be repaired or removed and replaced immediately by the Contractor. Contractor will keep all equipment operating in a safe and efficient manner.

The Contractor will furnish necessary and appropriate supplies for the maintaining of Celina ISD facilities. Contractor will furnish any and all custodial related paper products including but not limited to toilet tissue, paper towels, sanitary products, all plastic bags for inside and outside. Contractor will use chemicals approved by Celina ISD providing MSDS safety sheets in each clinic and a copy in the custodial staging area facility in the event of emergency. Contractor agrees to provide all lavatory dispenser supplies including paper towels, tissue, hand soap, hand sanitizer dispensers, trash can liners, and floor finishes. Contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor will be responsible for stocking the lavatory dispenser supplies and for maintaining storage in an orderly environment. Contractor is required to supply all other items necessary to clean all areas in accordance with proposal specifications. Contractor will furnish toilet tissue holders, sanitary napkin and paper towel dispensers and disposal receptacles.

The Contractor will not provide paper goods (Kleenex, paper towels, etc.) for the classrooms.
The Contractor will not provide classroom trash cans unless requested at additional cost to the District.

The Contractor will not provide any supplies used in kitchen and service preparation areas. The Contractor will provide supplies for cleaning the cafeteria.

Uniforms

The Contractor will provide uniforms for all Contractor personnel with a name badge and Company name easily identifiable.

Security Access

The Contractor will be responsible for completing all criminal history and background checks required by the District.

Key Cards/Access

The district will provide Contractor personnel with appropriate keys and magnetic key cards to access all areas necessary to complete job duties. A \$5.00 replacement fee will be charged to the Contracted Services Provider for each unreturned access badge or building key.

Custodial Requirements for Extracurricular Events

Custodians will be responsible for securing buildings during the normal cleaning day. It will be the

responsibility of District coaches and sponsors to secure the building when returning to the building after normal cleaning hours. **The District will determine the time at which the buildings will be secured in the evening.**

Upon notification from the District, the Contractor will reschedule employees to cover clean up duties after any of the District's sponsored activities at night or on weekends at **no additional cost**. This cost will be within the base bid of each vendor.

The gymnasium or any other special event areas will be prepared before each game or school-sponsored event and will be in "game ready" condition. The school lobby outside gymnasiums or auditoriums will be policed and monitored during all athletic and extracurricular activities. The Contractor will be responsible for stadium cleanup. It is the District's responsibility to provide Contractor with event schedules and notification of any events not listed on schedules.

The Contractor will have restrooms ready before each game. The Contractor will be responsible for cleaning restrooms after all the games.

The Contractor will screen and seal wooden gym floors as well as other wooden floors once per year, usually during summer break.

Cleaning Frequencies

Cleaning frequencies attached as Exhibit H list typical frequencies for cleaning. The frequencies may be adjusted to the District's satisfaction.

In addition to these attached frequencies, the District requires the following items as part of the frequencies within the entire cleaning program.

The contractor shall instruct day-shift custodians, Monday through Friday, to check and police lobbies and restrooms, in addition to being available to answer emergency clean up spills, or special events cleaning, etc. in all of the District buildings.

The contractor shall empty all indoor and outdoor waste containers to dumpsters, and shall keep dumpster areas clean and free of debris and litter five days per week.

Custodial personnel may assist in spreading ice melt at entrances and sidewalks.

The contractor shall police trash around the immediate buildings, entrances, and walkways to the curb.

The contractor will respond as necessary and continuously be aware of infectious disease problems within the District's facilities.

PROJECT SPECIFICATIONS:

These specifications shall cover and include the furnishing of all Custodial and Grounds Services, labor, material, equipment, consumable supplies, insurance, and fees necessary to accomplish the Custodial/Grounds Services as hereinafter described.

This RFCSP intends to provide the District with District Facilities that are attractive in appearance

within the parameters of the original design intent and to keep all plant material in a healthy and vigorous condition. All District Facilities should have a neat and orderly appearance at all times.

SCOPE AND SCHEDULE:

All Custodial/Grounds Services shall be rendered in such a manner as shall cause minimum interference with normal operations of the District and with the District's students, employees, visitors, and other persons on or about the District's Facilities., including but not limited to, no non-emergency repairs or routine cleaning in certain areas when students are participating in state testing.

The contractor shall provide any and all certificates and skilled trade licenses required by federal, state, and local governments.

CONTRACTOR SERVICES:

Terms and conditions are more particularly described in the Custodial and Grounds Required Services Available, which is attached to the RFCSP as Exhibit A, herein.

Standard Terms and Conditions

1. The successful contractor shall be required to execute a Custodial and Grounds Services Contract ("Contract"), which is attached to the RFCSP as Exhibit B. The Contract shall incorporate the RFCSP, Project Scope, Project Specifications, Scope and Schedule, and Contractor Services, these terms and conditions, and shall be fully part of the Contract, as if thereto attached, or therein repeated. Any proposed change to the Contract, Project Scope, Project Specifications, Scope, and Schedule, or Contractor Services must be submitted with the RFCSP.
2. Contractors are cautioned to read this RFCSP carefully, to complete all entries and submit all documents or information requested in the RFCSP. Failing to do so may be materially non-responsive and result in non-consideration of the Proposal.
3. Proposals received in the District's Central Administration Office after the date and time specified in the RFCSP will not be considered. The District is not responsible for failure to deliver in a timely manner, or the non-delivery of the Proposal on the part of the mail carrier or courier, and the date/time stamp received in the District Central Administration Office shall be the official date/time of receipt of the Proposal. Proposals may not be submitted by facsimile or electronic mail.
4. The District reserves the right to accept or reject any and all Proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District additionally reserves the right as the sole judge of quality and equality of the Proposals.
5. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
6. **It is understood and agreed that the Contractor, if awarded a Contract to perform Custodial/Grounds Services, agrees to protect, defend, and hold harmless the District from any and all suits or demands for payment that may be brought against the District for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or form a part of the work**

covered by either order or Contract and, Contractor further agrees to indemnify and hold harmless the District from suits or actions of every nature and description brought against the District for, or on account of, any injuries or damages received or sustained by any party or parties by, or for any acts of the Contractor, its servants, agents, or employees.

7. Any interpretations, corrections, additions, or changes to the RFCSP, Project Specifications, Scope and Schedule, and Contractor Services and these terms and conditions shall be made by addenda or an amendment to the RFCSP. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Central Administration Office. Addenda or amendment(s) will be mailed to all who are known to have received a copy of the RFCSP.

8. Each Contractor agrees to hold their offer open for acceptance by the District for no less than sixty (60) days from the RFCSP response date and time.

9. Each Contractor, by making their Proposal, represents they have read and understand the RFCSP.

10. Pay applications shall be issued for only those services rendered unless otherwise agreed to in writing. Payment shall not be due until the invoice(s) are submitted after delivery of the Custodial/Grounds Services. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

**Celina Independent School District,
205 S. Colorado St.
Celina, Texas 75009**

Or via email – CISD Accounting Dept. contact to be provided.

11. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Tax exemption certificates will be furnished upon request.

12. All District property and facilities are a "drug-free zone." The Contractor agrees that no one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a District building or while on District property. The Contractor, its agents, servants, and employees shall strictly adhere to this policy.

13. The Contractor understands and agrees that, pursuant to Texas Education Code §22.0834(d), the Contractor, his agents, servants, or employees will not be allowed to perform any duties in connection with the Custodial and Grounds services Contract at any District Facility until the District has obtained from the Contractor all National Criminal History Record Information ("NCHRI") for the Contractor and its agents, servants, and employees. This is to include the fingerprinting process through the Texas Department of Public Safety. The Contractor shall, prior to performing any work under the Custodial/Grounds Services Contract, certify to the District, on the form provided with the RFCSP as Exhibit C, that the Contractor has obtained the NCHRI for the Contractor and its agents, servants, and employees and provide this NCHRI to the District.

The Contractor further understands and agrees that the District may obtain the NCHRI and require the

Contractor to pay any costs related to obtaining each NCHRI and fingerprinting for the Contractor, its agents, servants, and/or employees.

Additionally, each Contractor must give notice to the District if a person, owner, or operator of the business has been convicted of a felony on the form provided with the RFCSP as Exhibit C. The District may terminate a contract with a person or a business if the District determines that the person or a business failed to give such notice or misrepresented the conduct resulting in the conviction.

14. The Contractor understands and agrees that the exclusive venue for any litigation arising from this RFCSP or the Contract shall be in Collin County, Texas.

15. Contractors shall submit all questions concerning this RFCSP to David Wilson, Coordinator of Administrative Services. A reply will be sent to all respondents known to have received an RFCSP if the answer provides clarification or will have an impact on the RFCSP response.

16. The Contractor understands that a gift to a public servant is a Class A Misdemeanor offense if the recipient is a government employee who exercises some influence in the purchasing process of the governmental body.

17. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this RFCSP, or to revise the Contract, if it is in its best interest to do so.

18. The District will select a single vendor that can provide for all requirements outlined in the RFCSP to provide a comprehensive “turn-key” solution.

19. The successful Proposer, as Contractor, shall carry and maintain in force the amounts of insurance as set forth in the attached Exhibit D to the RFCSP.

Additionally, the Contractor shall provide an endorsement to the Worker's Compensation policy, which grants a waiver of subrogation in favor of the District. The District shall be listed as an additional insured on the Contractor's General Liability Coverage. The district may request the contractor 941 payroll reports so that employee status may be validated in reference to contract requirements and the requirement insure all Contractor employees.

The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued and must be acceptable to the District. The District’s representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

If this insurance contract is written with stipulated amounts deductible under the terms of the insurance policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance.

If the District is damaged by the failure of the Contractor to maintain the insurance required pursuant to the RFCSP and fails to notify the District so, then the Contractor shall bear all reasonable costs properly attributable thereto.

20. The Contractor understands and agrees that if the Custodial/Grounds Services Contract exceeds one (1) year in duration, the District's Board retains the continuing right to terminate the Contract at the end of the budget period during the term of the Contract. The continuation of the Contract is conditioned on a best-effort attempt by the Board to obtain and appropriate funds for payment of the Contract.

21. The Contractor understands that the District is a governmental body subject to the Texas Public Information Act ("Act"). The Contractor understands that the District will comply with the Act, and with all opinions of the Texas Attorney General's office regarding the Act.

22. The School Board has the option to extend the contract for a (3) three-year term, renewable for up to two (2) extended terms with the consent of both parties for a maximum of five (5) years.

Submissions and Evaluation

1. Your Proposal, in order to be considered, must include the adequately executed RFCSP Response form, attached to this RFCSP as Exhibit E, and those other items and/or attachments as specified in this RFCSP. The Board of Trustees reserves the right to consider Proposals not executed on the RFCSP form at their discretion. **Responses must be legible to be considered.**

2. A prospective Contractor must affirmatively demonstrate responsibility via a satisfactory record of performance. The respondent shall submit, with their Proposal, a list of five (5) commercial references for which they have provided Custodial/Grounds Services within the last two (2) years on the form attached to this RFCSP as Exhibit F. This reference list shall include the institution name, address, contact name, email address, telephone, and fax numbers.

3. Contractors shall indicate on their Response Form their regular hours of operation and schedule of a holiday or other known closures.

4. Contractors will have been actively engaged in Commercial Custodial/Grounds Services, which is the subject matter of this Proposal for no less than five (5) years. By submitting a Proposal, the Contractor is affirming that this is a true statement about the said Contractor.

5. Contractors will be required to furnish evidence in writing that they maintain permanent places of business, have adequate areas of business, and have sufficient equipment, finances, and personnel to supply the Custodial/Grounds Services offered satisfactorily and expeditiously.

6. The District will evaluate various factors to determine which Contractor will offer the best value for the District in the performance of Custodial/Grounds Services. Factors upon which the Contractor will be selected to provide these services are:

- a. *Contract Price*
- b. *The reputation of the Contractor and the Contractor's services and references*
- c. *The quality of the Contractor's services*

- d. *The extent to which the goods & services meet the District's needs*
- e. *The Contractor's proximity to the district*
- f. *The Contractors relationship with other school districts in our geographic region*
- g. *The Contractor's ability to provide integrated facilities services*
- h. *Any other relevant factor to Celina ISD*

The District does not award the Custodial/Grounds Services Contract based on low Proposal alone.

This proposal will be awarded in the best interest of Celina ISD to the proposer that presents the best value to Celina ISD. The awarded vendor's proposal and all appendices are considered part of the final negotiated contract. The awarded vendor will be notified by mail or email.

7. It is the policy of the District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

8. Contractor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the District staff of the Celina Independent School District or its Board of Trustees.

9. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation and Proposal process.

10. The successful Contractor(s) will receive written notification of acceptance by award letter mailed or otherwise furnished.

11. In accordance with Chapter 176 of the Local Government Code, effective January 1, 2006, a person or entity who contracts or seeks to contract with the District for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the District Central Administration Office. Each covered person or entity who seeks to or who contracts with the District is responsible for complying with any applicable disclosure requirements. The Conflict-of-Interest Questionnaire is included in this RFCSP as Exhibit G. The current Local Government Officers of the Celina Independent School District are Kelly Juergens, Jeff Gravley, Tracey Balsamo, and Superintendent Dr. Tom Maglisceau.

12. All Contractors must execute the following Exhibits, where appropriate, which are attached to the RFCSP:

- Exhibit A Custodial Scope & Grounds Scope
- Exhibit B Sample Contract
- Exhibit C Celina Independent School District NCHRI Certification, Fingerprinting and Felony Conviction Disclosure Statement

- Exhibit D Insurance Requirements
- Exhibit E Celina Independent School District RFCSP Response Form
- Exhibit F References Celina Independent School District Custodial/Grounds Services Contract
- Exhibit G Conflict of Interest Questionnaire
- Exhibit H Additional Services
- Exhibit I Bid Sheet

The Contractor is invited to submit any additional materials it feels would be of benefit to the District in considering the award of the Contract.

EXHIBIT A

CUSTODIAL SCOPE – SPECIFICATION OF CLEANING SERVICES

Item: General Duties

A. All campus locations

1. Open buildings and turn on lights at day start
2. Open any doors for the new subs
3. Move stock from truck to storerooms and deliver boxes
4. Move desks and tables (within school as needed)
5. Set up tables and chairs for events as needed
6. Clean and move file cabinets contents as needed
7. Turn off required lighting at shift end
8. Lock all buildings at shift end per district guidelines

Item: Auditorium

A. After each use (plus day support as needed)

1. Sweep and damp mop all hard surface floor areas
2. Vacuum all carpet and rugs, spot cleaning as needed
3. Empty, clean and install trash liners for all wastepaper baskets
4. Dust mop and mop stage area as needed
5. Remove gum from carpet and seats

B. Each Six Months (plus day support as needed)

1. Dust walls - 6 FT AFF
2. Hot water extraction of carpeted areas
3. Detail clean auditorium seats

Item: Cafeteria Responsibility

A. Daily (plus day support as needed) Contractor is required to provide adequate staff to conduct lunch runs to include but not limited to:

1. Trash cans empty with new liners and ready for food services.
2. Mop bucket, mop, broom and wet floor signs prepared
3. Continual cleaning throughout all breakfast and lunch periods
4. Clean after lunch and breakfast to include: sweep, mop, clean and disinfect tables and make ready for next use. Machine scrub floors daily.
5. Disinfect and polish all water fountains
6. Spot clean and disinfect walls and doors - 6 FT AFF
7. Furniture sanitized with damp cloth. After both breakfast and lunch
8. Hard surfaced floors swept and moped with disinfectant
9. Stock all dispensers as needed

B. Monthly (plus day support as needed)

1. Wash out all trash containers

C. Quarterly (or more frequently as needed)

1. Clean and disinfect all walls and doors - 6 FT AFF

2. Clean light fixtures of dust or bugs (fluorescent swing down)

D. Once a Year in Summer Months (additional as needed)

1. Strip, wax, & burnish VCT tile – Limited scope
2. Detail clean tables and chairs – all surfaces
3. Assist with transfer and distribution of district items, (Furniture, supplies, boxes, etc.) as new school open. (Summer)
4. Wash & Clean district furniture, as needed, prior to schools opening, (Per Celina ISD)

Item: Classrooms

A. Daily at all campus locations (plus day support as needed)

1. Sweep and dust mop all hard surfaced flooring
2. Vacuum all carpet and rugs, spot cleaning as needed
3. Empty, clean and install trash liners for all wastepaper baskets
4. Dust clean all horizontal surfaces such as desks, files, window sills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces
5. Remove all finger prints, scuff marks, and chewing gum
6. Clean and disinfect tops of desks. Remove marks as necessary. Report permanent damage or graffiti to district maintenance personnel
7. Remove spider webs in corners and windows

B. Weekly (plus day support as needed)

1. Dust computers with feather duster only
2. White boards on Friday only

C. Monthly (plus day support as needed)

1. High Speed all resilient floors – Limited scope
2. Hot water extract all rugs at entrances

D. Once per Year - Summer Restoration

1. Strip, wax, & burnish VCT tile – Limited scope
2. Hot water extraction clean all carpeted areas
3. Clean light fixtures of dust or bugs (fluorescent swing down)
4. Clean window blinds

Item: Day staff responsibilities

A. Daily (plus night support as needed)

1. Monitor halls and stairway areas for trash three times per day
2. Monitor and restock restrooms as necessary three times per day
3. Disinfect and polish all water fountains three times per day
4. Police outside entrance and perimeter for trash and debris
5. Monitor the cafeteria after breakfast and each lunch period, emptying trash and replacing liners, pick up trash off floor and cleaning tables and chairs
6. Detail clean cafeteria in afternoons – refer to Cafeteria Specifications
7. Monitor office, clinic areas, teacher's lounge, and trophy cases
8. Respond to requests for janitorial support for spills, leaks, clean up after ill students, moving desks or furniture, boxes, freight, or other misc. tasks
9. Sweep entrance mats, spot doors and partition glass

10. Detail clean auditorium – refer to Auditorium Specifications
 11. Collect and remove all normal building wastepaper, boxes, trash, and debris to the dumpster area from the cafeteria, common areas, and assembly spaces
 12. Ensure the building envelope remains secure
- B. Weekly (plus night support as needed)
1. Wash and spot clean walls in common and assembly areas
 2. Wash and spot clean glass, attendance office, side glass and partitions
 3. Dust top of lockers
- C. Periodically (plus night support as needed)
1. Assist Celina ISD staff as requested
 2. Remove trash and debris from parking lots and the full exterior grounds.
 3. Assist in spreading ice melt at entrances and sidewalks as requested.

Item: Routine Custodial

- A. Daily (plus day support as needed)
1. Check all doors periodically. Final check of doors at end of cleaning shift
 2. Have cleaning personnel keep all lights off with exceptions to working area
 3. Keep janitor closets locked at all times
 4. Items found during the course of cleaning should be returned into office lost and found. Books, notebooks, clothes, jewelry. etc.
 5. Move desk and chairs to classroom as requested by school representatives
 6. Move tables and chairs for set-ups as requested by school representatives
 7. Provide labor for special projects during the course of the day
 8. Keep entry area wiped dry on rainy days
 9. All custodial closets must be kept clean and orderly

Item: Fine Arts

- A. Daily (plus day support as needed)
1. Sweep and dust mop all hard surfaced flooring
 2. Vacuum all carpet and rugs, spot cleaning as needed
 3. Empty, clean and install trash liners for all wastepaper baskets
 4. Dust clean all horizontal surfaces such as desks, files, window sills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces
 5. Remove all finger prints, scuff marks, and chewing gum
 6. Clean tops of desks. Remove marks as necessary. Report permanent damage or graffiti to district maintenance personnel
- B. Weekly (plus day support as needed)
1. Clean and treat all whiteboards – Friday only
 3. Detail clean and sanitize all lab tables
- C. Monthly (plus day support as needed)
1. Burnish all VCT floors – Limited scope
 2. Spot clean and disinfect all walls and doors - 6 FT AFF
- D. Once a Year in Summer Months (plus day support as needed)
1. Strip, wax, & burnish VCT tile – Limited scope

2. Hot water extraction of all carpeted areas
3. Clean light fixtures of dust or bugs (fluorescent swing down)

Item: Athletic Fieldhouse & Gyms

A. Daily (plus day support as needed) - Locker and Restrooms

1. Sweep, mop and sanitize hard flooring. Clean gym floor with approved product
2. Vacuum all carpet and rugs, spot cleaning as needed
3. Clean office areas – refer to Office Specifications
4. Clean gym floors and bleachers before and after games with approved products
5. Disinfect and polish all mirrors, stainless, brightwork and finished surfaces
6. Clean and disinfect all sink, basins, bowls, toilet seats, urinals and showers
7. Disinfect all partitions, tile walls, enamel surfaces, dispensers, and receptacles
8. Clean and stock all toilet tissue, soap, towel, sanitary napkin, & disposal dispensers

B. Weekly (plus day support as needed)

1. Vacuum all carpet and rugs, spot cleaning as needed
2. Thoroughly clean laundry rooms
3. Clean all areas under bleachers. Areas under bleachers must be cleaned thoroughly after each activity prior to folding. Pulling, folding, and securing the bleachers is the responsibility of Celina ISD staff member (Coach etc.)
4. When in use, damp mop bleacher floor treads.

C. Once a Year in Summer Months (plus day support as needed)

1. Strip, wax, & burnish VCT tile – Limited scope
2. Assist coaches' request for special cleaning requests
3. Machine scrub shower and restroom floors.
4. Screen and seal wooden gym floors once per year

Item: Library

A. Daily (plus day support as needed)

1. Vacuum all carpeted areas and rugs. Spot clean carpet as needed
2. Empty, clean and damp wipe all wastepaper baskets and install liners
3. Dust clean all horizontal surfaces such as desks, files, window sills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces
4. Wet clean all glass furniture tops and polish as needed
5. Remove all finger prints, smudges and chewing gum from all areas

B. Weekly (plus day support as needed)

1. Dust all picture frames, charts, graphs and similar wall hangings.
2. Dust all ledges, window sills, shelving, fixtures and frames.
3. Dust all vertical surfaces such as walls and partitions – 6 FT AFF
4. Clean all interior partition glass as needed.

C. Quarterly

1. Dust all venetian blinds
2. Dust all ventilation louvers and grills

D. Periodically

1. Hot water extraction of all carpeted areas
2. Clean light fixtures of dust or bugs (fluorescent swing down)

Item: Offices

A. Daily (plus day support as needed)

1. Vacuum all carpeted areas and rugs. Spot clean carpet as needed
2. Empty, clean and install trash liners for all wastepaper baskets
3. Dust clean all horizontal surfaces, such as desks, files, window sills, pictures, tables, telephones, etc., being careful not to disturb papers on the surfaces.
4. Clean all glass furniture tops, damp wipe and polish as necessary.
5. Remove all finger prints, smudges and chewing gum from all areas
6. Sweep and wet mop hard surface floors

B. Weekly (plus day support as needed)

1. Dust clean all horizontal surfaces, window sills, pictures, tables, ledges, etc.
2. Dust all vertical surfaces such as walls and partitions – 6 FT AFF
3. Dust computers with feather duster only
4. Clean walls, doors, light switch covers, glass, vision panels, and door handles

C. Quarterly

1. Dust all venetian blinds, ventilation louvers and grills
2. Clean light fixtures of dust or bugs (fluorescent swing down)

D. Periodically

1. Hot water extraction clean all carpet areas as needed.
2. Clean interior office windows, glass doors and side lights – 6 FT AFF

Item: Outside policing

A. Daily

1. Sweep exterior entrances, police trash and debris, and empty trash cans

B. As Needed

1. Wash clean entry mats
2. Wash clean outside trash containers
3. Assist in spreading ice melt at entrances and sidewalks as requested

Item: Public Areas

A. Daily (plus day support as needed)

1. Sweep and machine scrub all hard surfaced flooring
2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed
3. Sweep and mop all stairways
4. Empty, clean and install trash liners for all wastepaper baskets
5. Collect and remove all normal building wastepaper, boxes, trash, and debris to the dumpster area from the cafeteria, common areas, and assembly spaces
6. Dust clean all horizontal surfaces, window sills, pictures, tables, ledges, etc.
7. Disinfect and polish all water fountains
8. Spot clean all baseboards
9. Remove all finger prints, smudges and chewing gum from all areas

10. Spot clean glass partitions, walls, doors, locker tops & sides, vending machines, etc.
11. Clean all directory boards and trophy cases as necessary, remove smudges

B. Weekly

1. Clean all partition glass and handrails

C. Quarterly

1. Clean window blinds

D. Annually (as needed)

1. Strip, wax, & burnish VCT tile – Limited scope
2. Hot water extraction of all carpeted areas
3. Interior lockers to be cleaned the first week of summer break
4. Wet clean all baseboards

E. Periodically

1. Hot water extraction of carpeted areas as needed

Item: Restrooms

A. Daily (plus day support as needed)

1. Sweep, mop and sanitize hard flooring.
2. Disinfect and polish all mirrors, stainless, brightwork and finished surfaces
3. Clean and disinfect all sink, basins, bowls, toilet seats, urinals and showers
4. Disinfect all partitions, tile walls, enamel surfaces, dispensers, and receptacles
5. Clean and stock all toilet tissue, soap, towel, sanitary napkin, & disposal dispensers
6. Empty, clean and install trash liners for all wastepaper baskets
7. Remove graffiti from walls – report permanent damage to CISD
8. Install air fresheners as supplied by CISD

B. Weekly

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

Item: Mechanical & Storage Rooms

A. Annually or requested

1. Sweep and mop floor areas as needed
2. Dust equipment surfaces, piping, ducting, and high surfaces
3. Electrical panels and other mechanical equipment may not be blocked by supplies or equipment at any time in accordance with local, state, and federal safety guidelines

Item: Specialized Cleaning – One-off billable

A. As requested by CISD Administration

1. Hydrostatic spray of schools or select areas upon request
2. High dusting - clean and dust exposed ducts and beams, vents, etc., as
3. Pressure wash designated areas as requested by Celina ISD.
4. Clean high interior and exterior glass as requested by Celina ISD.
5. In the event of flood, cleaning and drying carpet – flood water extraction.

EXHIBIT A - CONTINUED

GROUNDS SCOPE – SPECIFICATION OF LANDSCAPE SERVICES

The exterior grounds making up the maintained area covered by the RFCSP will include the following locations totaling **104.52 acres**:

A. **Celina Primary School** – 507 E. Malone St., Celina, TX 75009

Transportation – 710 East Pecan St., Celina, TX 75009

CMS Sixth Grade – 706 East Pecan St., Celina, TX 75009

Celina Junior High – 710 East Pecan St., Celina, TX 75009

Grounds Maintained: 431,278 SF / 9.90 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **9.90 Acres**.

B. **Lykins Elem. School** – 550 South Utah Cr., Celina, TX 75009

Grounds Maintained: 213,212 SF / 4.89 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **4.89 Acres**.

C. **O'Dell Elem. School** – 750 Punk Carter Pkwy, Celina, TX 75009

Grounds Maintained: 273,279 SF / 6.27 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **6.27 Acres**.

D. **Martin Elem. School** – 2905 N. Louisiana Dr. Celina TX 75009

Grounds Maintained: 270,500 SF / 6.02 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **6.02 Acres**.

E. **Moore Middle School** – 300 E. G.A. Moore Pkwy, Celina, TX 75009

Grounds Maintained: 2,001,031 SF / 45.94 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **45.94 Acres**.

F. **Celina High School** – 3455 N. Preston Rd., Celina, TX 75009

Celina HS Athletic Complex – 10499 Co Rd 103., Celina, TX 75009

AG Shop – 3455 N. Preston Rd., Celina, TX 75009

Out Buildings – 3455 N. Preston Rd., Celina, TX 75009

Grounds Maintained: 1,738,153 SF / 39.90 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **39.90 Acres**.

G. **Celina Administration** – 205 S. Colorado St., Celina, TX 75009

Grounds Maintained: 39,516 SF / 0.91 Acres

Provide 36 cycles of routine grounds maintenance to include: mow, edge, line trim, trash & debris pick up for all exterior areas, and weed control including parking lots and walkways for **0.91 Acres**.

Celina ISD Ground Maintenance Total Acres: 113.84Acres

Weed control scope to be provided in the proposer's packet.

EXHIBIT B

CUSTODIAL AND GROUNDS SERVICES CONTRACT

This Custodial and Grounds Services Contract ("Contract") is entered into this the ____ day of _____, 20____, by and between the Celina Independent School District ("District") and _____ ("Contractor"), pursuant to the terms and conditions set forth in this Contract.

In addition to the terms and conditions set forth in this Contract, this Contract incorporates the Request for Competitive Sealed Proposal for Custodial and Grounds Services and all exhibits and attachments thereto ("RFCSP") as though the RFCSP was set forth and copied at length herein.

In consideration for the mutual promises and covenants contained in this Contract, the District agrees to purchase custodial and grounds services ("Custodial and Grounds Services") to be performed at all requested District facilities ("Facilities,") from the Contractor, and the Contractor agrees to perform the Custodial and Grounds Services at all District Facilities pursuant to the terms and conditions contained in this Contract.

1. Definitions

District: Celina Independent School District
205 S. Colorado
Celina, Texas 75009

District Manager: David Wilson Coordinator of Administrative Services

Contractor _____

Project: Custodial and Grounds Services

Commencement Date: July 1, 2023

Contract Term: Three (3) years

Renewal Provision: Renewable for two (2) additional one-year terms

Contract Price: The Contract price is set forth in Attachment 1 to this Contract and is incorporated herein if fully set forth and copied at length herein.

2. Services

- A. The contractor agrees to perform for District the Custodial and Grounds Services at the District Facilities, as set forth in the RFCSP. The contractor agrees to ensure that each Contractor's employees understand and comply with the specifications contained as well as the other applicable terms and conditions of this Contract.
- B. Contractor acknowledges that the Custodial and Grounds Services are to be provided on all specified District Facilities, that District shall continue the normal operation and occupancy of the District Facilities, and that such operation and occupancy during the hours Contractor performs the Custodial and Grounds Services is of critical importance. Contractor shall use its best efforts to minimize any interference with the operation of the

District Facilities by District, or the use and occupancy of the District Facilities by District's students, employees, and guests, including but not limited to: no non-emergency repairs or routine cleaning in certain areas when students are participating in state testing.

- C. The contractor shall perform all work in accordance with good practices and generally accepted methods and standards, free from defects. The contractor shall perform the Custodial and Grounds Services in accordance with Exhibit A of RFCSP, Custodial Scope and Grounds Scope (“Services”).

Time is of the essence of this Contract, and the Contractor shall not deviate from the Services without the District's consent. Contractor shall desist immediately from performing the Custodial and Maintenance Services if, in the sole judgment of District, Contractor's activities constitute a nuisance or interruption in the activities of the District Facilities students, employees, or guests. Immediately upon so desisting with the Custodial and Grounds Services, the Contractor shall contact District to reschedule the Custodial and/or Grounds Services for a mutually agreeable time.

- D. Before commencing Custodial and Grounds Services, the Contractor shall secure and pay for all permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Custodial and/or Grounds Services. The originals of all such permits, approvals, licenses, and certificates, if any, shall be delivered to District upon receipt by Contractor. If the Contractor observes that this Contract is at variance with any applicable code, rule, or regulation, the Contractor shall immediately notify District in writing.

3. Term

- A. The term of this Contract is as described above, commencing on the Commencement Date and will be for a (3) three-year term, renewable for up to two (2) extended terms with the consent of both parties for a maximum of five (5) years. Notice of intent to extend will be given at least 60 days in advance from the expiration of the any term. Notwithstanding the preceding, either party hereto shall have the right, at its sole election, to terminate this Contract after the first year, for any cause whatsoever, upon the delivery of sixty (60) days written notice to the other party.

The Contractor understands and agrees that if the Custodial and Grounds Services Contract will exceed one (1) year in duration, the District's Board retains the continuing right to terminate the Contract at the end of the budget period during the term of the Contract. The continuation of the Contract is conditioned on a best-effort attempt by the Board to obtain and appropriate funds for payment of the Contract.

- B. The district can terminate the Contract upon ten (10) business days written notice to the Contractor for the following reasons if Contractor has not cured the default/problem within ten (10) business days of receiving the notice:
 - i. Contractor fails to perform scheduled Custodial and Grounds Services;
 - ii. Contractor fails to provide competent and adequate labor to perform the Custodial and Grounds Services;
 - iii. The contractor fails to furnish sufficient quantities of materials to complete the Custodial and Grounds Services as set forth in this Contract; or
 - iv. The contractor fails to pay employees, material men, or other individuals or entities to whom the contractor is obligated in connection with the Contract.

Additionally, District may terminate the Contract immediately upon giving written notice if any of the following occurs and the District determines that Contractor is unable to continue full performance of the Contract:

- i. The contractor is insolvent, files any petition in bankruptcy, or is forced into bankruptcy by a creditor;
- ii. The contractor makes a general assignment for the benefit of collectors;
- iii. A receiver is appointed for all or substantially all of the Contractor's assets;
- iv. Execution is levied upon any material part of Contractor's property; or Contractor disregards or violates any applicable law, statute, ordinance, regulation or any order of any public authority or otherwise does not comply with the terms and conditions of any permit, license, or approval required to perform the Custodial and Grounds Services under this Contract.

If the Contract is terminated for any of the reasons under Section B, District will be entitled to reimbursement for damages or losses sustained by District by reason of the Contractor's default. District may deduct any amount payable to Contractor under this Contract in any amount sufficient to cover such damages or losses.

4. Payment.

District agrees to pay Contractor for all Custodial and Grounds Services performed by Contractor, as Custodial and Grounds Services are completed, and in accordance with Exhibit 1. The contractor may bill District monthly, but not more frequently. Payment in full is due thirty (45) days from the date of billing.

5. Relationship of Parties.

Contractor's relationship with District is that of an independent contractor, and nothing in this Contract shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures or partners as employees of District. The contractor shall exercise its discretion on the method and manner of performing its duties, and District will not exercise control over Contractor, its employees, equipment, or facilities except insofar as may be reasonably necessary to ensure performance and compliance with this Contract. The District's failure to require cessation of the Custodial and Grounds Services shall not be deemed an acceptance of the Custodial and Grounds Services or an admission that the Custodial and Grounds Services are acceptable. None of the benefits provided by District to District's employees, including, but not limited to, compensation insurance and unemployment insurance, are available from District to Contractor or the employees, agents, or servants of Contractor.

6. Labor and Materials.

The contractor shall furnish, at its own expense, all labor, materials, and consumables necessary to carry out the terms of this Contract. It is the responsibility of the Contractor that any equipment provided by the Contractor or its employees shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of the Contractor.

7. Compliance with Laws and Regulations.

Contractor agrees to comply with all federal, state, county, municipal, and other local laws, rules, regulations, and District Board policies which are now, or may in the future, become applicable to Contractor or Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operation.

8. Insurance.

At all times during the term of this Contract, the Contractor shall, at Contractor's expense, procure the insurance coverage hereinafter described and set forth in Exhibit D to the RFCSP. All such policies (except workers' compensation and employers' liability) shall name District and Manager as additional insured's. Further, each insurance policy shall contain an endorsement requiring the insurer to provide District with thirty (30) days written notice prior to the cancellation of the policy. Insurance coverage shall be as follows:

- A. Workers Compensation insurance in kind and amount as prescribed by statute. Additionally, the Contractor shall provide an endorsement to the Worker's Compensation policy, which grants a waiver of subrogation in favor of the District.
- B. Employers Liability insurance with a limit of not less per occurrence than that indicated on Exhibit D hereof.
- C. Commercial General Liability insurance with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, applying to bodily injury and property damage, with Broad Form Liability Endorsement on an occurrence basis and including coverage for the hazards of operation, independent contractors, products and completed operations (for two (2) years after the date of final acceptance of the Custodial and Grounds Services by District) and contractual liability specifically covering the indemnification provisions of Paragraph 8 hereof. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects District and that any other insurance maintained by District is excess and non-contributing with the insurance required hereunder. Additionally, such insurance shall include legal liability coverage for the dishonest acts of Contractor's employees.
- D. Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, for bodily injury and property damage.
- E. Umbrella Liability insurance with a combined single limit of not less than that indicated on Exhibit D hereof, per occurrence, for bodily injury and property damage.
- F. All insurance policies required above are subject to the District's approval and shall be written with solvent insurance companies authorized to do business in the State of Texas. Contractor shall furnish, or cause to be furnished, original certified copies of certificates or (at District's option) policies of insurance to District, prior to or upon execution of, this Contract, evidencing the insurance coverage described above, and shall furnish such evidence of all renewals to District, as District shall reasonably require, at least thirty (30) days prior to the expiration thereof.

9. Hold Harmless.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES (HEREINAFTER DEFINED) FROM AND AGAINST ALL CAUSES OF ACTION, CLAIMS, INCLUDING, BUT NOT LIMITED TO CAUSES OF ACTION AND CLAIMS FOR NEGLIGENCE, STRICT LIABILITY AND GROSS NEGLIGENCE, DAMAGES, LIENS, DEMANDS, COSTS, EXPENSES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, "CLAIMS" AND INDIVIDUALLY, A "CLAIM"), ARISING IN FAVOR OF ANY PERSONS (INCLUDING ANY INDEMNIFIED PARTY) WHICH, IN WHOLE OR IN PART, ARISES OUT OF OR RESULTS FROM OR IS IN ANY WAY RELATED TO

- (I) ANY ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, LICENSEES OR SUBCONTRACTORS,
- (II) THE OPERATION OF CONTRACTOR'S EQUIPMENT AT THE PROJECT, OR
- (III) ANY FAILURE BY CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS TO COMPLY WITH THE TERMS AND OBLIGATIONS OF THIS CONTRACT. THESE OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE VALID AND BINDING REGARDLESS OF ANY CLAIMS, ALLEGATIONS OR FINDINGS OF NEGLIGENCE AGAINST ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY IF THE CLAIM RESULTS SOLELY FROM THE NEGLIGENCE OF AN INDEMNIFIED PARTY. CONTRACTOR SHALL KEEP THE PROJECT FREE OF ALL LIENS REPRESENTING CLAIMS, WHICH PURPORT TO BE BASED ON ANY MAINTENANCE AND CUSTODIAL SERVICES OR MATERIALS ALLEGEDLY PROVIDED AT THE REQUEST OR ON THE AUTHORITY OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. "INDEMNIFIED PARTIES" MEANS THE DISTRICT, ITS ADMINISTRATORS, EMPLOYEES, AGENTS, SERVANTS, TRUSTEES, AND ATTORNEYS.

10. Limit of Liability.

Notwithstanding any other provision in this Contract to the contrary, Contractor specifically agrees to look solely to the District's interest in the Custodial and Grounds Services for the payment or performance of any of District's obligations hereunder, and District, its partners, shareholders and/or other direct or indirect equity Districts of District, shall never be personally liable for such payment or performance.

11. Binding Effect.

The parties intend that the terms, conditions, and provisions of this Contract shall be legally binding upon and inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns.

12. Default.

If either party defaults in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed ten (10) business days after receipt of the notice) does not cure the default, the non-defaulting party may with ten (10) business days written notice, terminate this Contract and/or pursue all other available remedies as may be available at law or in equity.

13. Attorneys' Fees.

Pursuant to Texas Local Government Code §271.159, attorneys' fees incurred by either the District or the Contractor shall not be awarded to any party in any legal proceedings or dispute involving this Contract.

14. Venue.

The Contractor understands and agrees that the exclusive venue for any litigation arising from this Contract shall be in Collin County, Texas, and the Contractor consents to such exclusive jurisdiction.

15. Taxes.

The Contractor understands and agrees that the District is exempt from payment of any Texas Sales Tax or Federal Excise Tax as allowed by law.

16. Non-Assignment.

Neither the District nor the Contractor may assign their duties or obligations under this Contract without the express written permission of the other party.

17. Entire Agreement.

This Contract and the Exhibits hereto constitute the full understanding between the District and Contractor as of the date of execution of this Contract.

18. Amendments.

This Contract may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

19. Authority.

Each person signing this Contract on behalf of a party hereto represents and warrants that such person has full authority to enter into this contract on behalf of that party.

20. Notices.

Any notice, approval, or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto indicated above. Either party may change its address upon thirty (30) days' written notice to the other party.

21. Severability.

In case anyone or more provisions set forth in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

22. No Discrimination.

The contractor will not discriminate against any employee or applicant for employment by Contractor because of race, creed, color, age, sex, marital status, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, marital status, or national origin. The contractor agrees to post in conspicuous places notices setting forth the provision of this Section.

23. Confidentiality.

Except as otherwise provided herein, Contractor shall hold in confidence and not disclose to others, business or technical information disclosed to Contractor by District or acquired by Contractor in the course of performing the Custodial and Grounds Services hereunder for District. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, or (ii) is required to be publicly disclosed under law.

24. Public Information Act.

The Contractor understands that the District is a governmental body subject to the Texas Public Information Act ("Act"). The Contractor understands that the District will comply with the Act, and with all opinions of the Texas Attorney General's office regarding the Act.

25. Force Majeure.

Contractor will not be held responsible or liable for any breach, loss, damage, detention or delay caused by fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, acts of God, or by any other cause beyond Contractor's reasonable control, whether or not the same is herein specified. Strikes or lockouts will not affect the terms and conditions outlined within this Contract.

26. Criminal History Records.

The Contractor understands and agrees that, pursuant to Texas Education Code §22.0834(d), the Contractor, his agents, servants, or employees will not be allowed to perform any duties in connection with the Custodial and Grounds Services Contract at any District Facility until the District has obtained from the Contractor all National Criminal History Record Information ("NCHRI") and fingerprinting process through the Texas Department of Public Safety for the Contractor and its agents, servants, and employees. The Contractor shall, prior to performing any work the Custodial and Grounds Services Contract, certify to the District that the Contractor has obtained the NCHRI and fingerprinting for the Contractor and its agents, servants, and employees and provide this NCHRI to the District.

Executed in Collin County, Texas on this _____ day of _____, 20____.

Contractor

By: _____

(Printed Name)

(Title)

State of Texas
County of Collin

Before me, a notary public, on this day personally appeared the above signed, known to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she has read the above document and any statements therein contained are true.

Notary Public in and for the State of Texas

Dr. Tom Maglisceau, Superintendent
Celina Independent School District

State of Texas
County of Collin

Before me, a notary public, on this day personally appeared the above signed, known to be to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she has read the above document and any statements therein contained are true.

Notary Public in and for the State of Texas

CONTRACTORS PROPOSED FTE AND STAFFING TOTALS

Please fill in FTEs and man-hours proposed for each facility location for day and night shifts and District-wide totals. FTE totals will not include Project Manager as required by proposal specifications. The District will utilize this part of the proposal in its decision-making process to determine adequate staffing by the Contractor. FTEs equal to 8 man-hours.

	<u>Day Hrs</u>	<u>Night Hrs</u>	<u>Day FTE</u>	<u>Night FTE</u>
Celina Primary School				
Lykins Elementary School				
O'Dell Elementary School				
CMS 6th Grade Campus				
Celina Junior High				
Moore Middle School				
Celina High School				
Celina HS Athletic Complex				
Celina Administration				
Transportation				
AG Shop				
Out Buildings				
Totals	Total Day	Total	Total Day	Total Night

Total District Man Hours

Total District FTE's

The contractor will provide not less than 70% of man-hours as required by proposal specifications for summer cleaning.

EXHIBIT C

**CELINA INDEPENDENT SCHOOL DISTRICT
NCHRI CERTIFICATION
FELONY CONVICTION DISCLOSURE STATEMENT**

NCHRI Certification

Pursuant to Texas Education Code §22.0834(d), the undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information (“NCHRI”) for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the District.

Fingerprinting Certification

The Contractor certifies that each employee has completed the fingerprinting process through the Texas Department of Public Safety. Any individual that has committed a criminal offense that would exclude that employee from working for a school district under Texas Education Code or Texas State Law shall not be assigned to any job within this contract.

Felony Conviction Disclosure Statement

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony."

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

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the District; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

EXHIBIT D

The selected Vendor must maintain the following insurance policies, at the minimum policy limits set forth below throughout the entire term of its contract and/or service with CISD. Such policies shall be written on an occurrence basis, with companies with an A.M. Best Rating of A-VII or better. **CISD shall be named as an additional insured on all such policies.** Proof of insurance must be submitted with RFCSP.

Insurance Requirement Limits:

A. General Liability	General Aggregate	\$4,000,000
	Products-Comp/ or Aggregate	\$4,000,000
Commercial General Liability	Personal & Adv. Injury	\$2,000,000
Claims Made Occur.	Each Occurrence	\$2,000,000
Owner's Contractor's Prot.	Damage to Rented Premises	\$300,000
	Med. Expense (any one person)	\$10,000
B. Automobile Liability	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury (per person)	
Any Auto	Bodily Injury (per accident)	
Any Auto	Property Damage (per accident)	
C. Umbrella from Excess Liability	Each Occurrence	\$4,000,000
	Aggregate	\$4,000,000
D. Worker's Compensation	Statutory Limits	
	Each Accident	\$1,000,000
	Disease Policy Limit	\$1,000,000
	Disease Each Employee	\$1,000,000
E. Third-Party Crime	Employee Theft	\$1,000,000

Should any of the above-described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, CISD.

The contractor shall agree to waive all right of subrogation against the district, its officials, employees, and volunteers for losses arising from the work performed by the contractor for the district.

EXHIBIT E

**CELINA INDEPENDENT SCHOOL DISTRICT RFCSP RESPONSE FORM
CUSTODIAL AND GROUNDS SERVICES**

Proposal Due Date & Time:
Proposer Award Notification:

June 19, 2023, at 3:00 P.M.
On or after June 21, 2023
Celina Independent School District
By David Wilson, Coordinator of Admin. Svc.

RESPOND TO:

David Wilson
Coordinator of Administrative Services
Celina Independent School District
Attn: Custodial and Grounds
205 S. Colorado St.
Celina, Texas 75009
Telephone: (469) 742-9400 x 1124

Company Information:

Company Name

Address

State/City/Zip

Area Code & Telephone Number

Area Code & Fax Number

Authorized Representative

Authorized Representative Title

Email Address

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have read and understand all of the Instructions and Specifications contained herein, and that if accepted by the Celina Independent School District, all of the provisions will be incorporated as part of a binding contract between Celina Independent School District and our company. I also certify that this Proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Authorized Signature

Signature Date

EXHIBIT F

**REFERENCES
CELINA INDEPENDENT SCHOOL DISTRICT
CUSTODIAL AND GROUNDS SERVICES CONTRACT**

List below five (5) references for which you have completed projects for in the past 12 months.

1. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

4. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

5. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

EXHIBIT G

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1] Name of a person who has a business relationship with local governmental entity.

2]

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3] Name of local government officer with whom the filer has employment or business relationship.

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4]

Signature of person doing business with the governmental entity

Date

Exhibit H Additional Services

Janitorial - Night	All janitorial areas, housekeeping, and partial custodial
Day Support	Including cleaning, custodial, and floor care
Custodial	General custodial duties
General Labor	Includes general construction and demo skill set
Floor Restoration & Refinishing	Includes all types of floor restoration and refinish
Special Projects	Includes painting work for interior wall finishes and other maintenance or project work under the direct supervisor of a project manager
Grounds Maintenance	Complete grounds maintenance of all district property. Regular maintenance includes mow, edge, trim, hedges, weed mgmt., fertilizer, tree trimming, irrigation, weed control (including in parking & walkways), & all standard grounds maintenance duties - 36 cycles.
Maintenance - Routine	Experienced technician with general facility service skills
Maintenance - Skilled	Skilled Craftsman with abilities across all facility disciplines
Fabricator - Construction	Fabricate, weld, and create solutions for repair that do not require installation of new equipment or structure.
Electrical - Helper	General electrical and lighting maintenance skills - lamps/ballasts and most trim install
Electrical - Apprentice	licensed as an electrical apprentice, capable of performing all electrical work short of service build and distribution
Electrical - Journeyman	Licensed as a Journeyman Electrician by the State of Texas. Can handle all electrical work not requiring a permit
Electrical - Master	Installation and repair all electrical service from utilities, transformer set, service build, panel and gear install, and distribution. Licensed as a Master Electrician by the State of Texas
General Carpentry	Framing, woodwork, millwork, and finished carpentry
Elevator Repair & Maintenance	Inspection and maintenance including most repairs not requiring manufacture technicians
Elevator Inspections	Annual inspection, certification, and state fees
HVAC Preventative Maintenance	Quarterly preventative maintenance of all HVAC equipment - includes the basic labor for the annual service
HVAC Mechanical Inspection	Capable of handling all aspects of the full annual inspection and service. Includes diagnostic work and the repairs that derive from this data. Licensed by the State of Texas as a service technician
HVAC-R Service & Installation	Licensed HVAC and refrigeration specialist. Capable of repaired or replacing any time of cooling, heating, ventilation, or refrigeration equipment including food service.
Food Service Equipment	Provide preventative maintenance and repair services for all kitchen equipment hot and cold side per request
Refrigeration	Provide preventative maintenance and repair services for refrigeration equipment including freezers, coolers, ice machines, etc.
Integrated Pest Management	Licensed by the State of Texas as commercial applicator. Handles all aspects of IPM policies and compliance
Door, Frame, & Hardware	Capable of handling routine maintenance and repair of doors, frames, locks, and hardware

Locksmith Services	Licensed locksmith by the State of Texas. capable of handling all locksmithing and access control requirements
Lighting General	Includes re - lamping and all lifts required to execute the repairs
Lighting Exterior	Includes wall packs, security lighting, and parking lot pole lights
Lighting Stadium & Athletics	Includes 110FT bucket truck and all OSHA equipment and certifications to execute high work
Plumbing - Maintenance	Licensed plumbing apprentice and line cleaner by the State of Texas
Plumbing - Journeyman	Licensed by the State of Texas as Journeyman plumber. Capable of performing all plumbing work that does not require permit. This includes all work performed under the supervision of a Master Plumber
Plumbing - Master	Capable of performing all plumbing work. Licensed by the State of Texas as a Master Plumber. Can handle new construction, boilers, chillers, industrial piping, and general plumbing system install
Plumbing - Backflow	Backflow installation and rebuild including for domestic and fire
Fire & Life Safety	Includes inspection of fire extinguishers, fire panels, wet systems, kitchen hood vents, kitchen fire suppression, backflow on fire loop, etc.
Roofing & Building Envelope	Provide roof system and exterior envelope maintenance and repair
Construction Services	Including interior build out, finishes, flooring, walls, and ceiling.
Site Improvement	Including maintenance of drainage, flat concrete, driveways, walkways, parking lots, fencing, gates, signage, etc.
Welding Services	Provide for all types of welding needs
Project Management	Manage all project work
Training & Staff Development	All facility support positions
Windows - High	Less than (4) stories utilizing appropriate lifts
Windows - Low	Ground level or six-foot ladder work
Consulting - Process and system design	Inventory MGMT, Time & Motion Studies, communication plan design and roll out, and process mapping
Consulting - Structural analysis and design	Structural analysis and evolution including space planning and interior construction design and build work
Professional Engineer	Licensed Professional Engineer - Structural, Mechanical, or Civil
Networking Services	Including network build, router install, server set up, etc.
Equipment Provided	Scissor lifts (all heights), platform lifts (all heights) including for exterior use, bucket trucks all heights including coverage for stadium lighting, dump trucks, dump trailer, mini excavators, backhoes, trenchers, trailers, brush hog, mowers, finish mowers, bat-wing mowers, salt - sand spreaders, top dressers, and all other equipment required to execute the district's operations.

Exhibit I - Bid Sheet

To The Celina ISD:

I have received a Request for Proposal as prepared by the District for Custodial and Grounds Services for its operations. I agree and submit all documents as required by the RFCSP, and its specifications, and our Company submits the following price quotes for your complete custodial and grounds maintenance needs.

Cost Breakdown of Contractor's Proposal is as follows:

Annual Cost per Year for five (5) Contract Years

Janitorial / Custodial

Grounds Maintenance

SY 2023-2024	\$	_____	\$	_____
SY 2024-2025	\$	_____	\$	_____
SY 2025-2026	\$	_____	\$	_____
SY 2026-2027	\$	_____	\$	_____
SY 2027-2028	\$	_____	\$	_____

Cost Per Sq. Ft for Each School Year

SY 2023-2024	\$	_____
SY 2024-2025	\$	_____
SY 2025-2026	\$	_____
SY 2026-2027	\$	_____
SY 2027-2028	\$	_____

Company Name _____

Address and State of Corporate Offices _____

Authorized Signature: _____ Date: _____

Telephone: _____ Fax: _____

Email: _____

I have attached all pages of this RFCSP, signed all required areas, and enclosed my certificate of insurance, felony conviction notification, proof of experience required, and list of references. **This total RFCSP will become the basis of any agreement between the District and the Contractor.**