EDUCATION SERVICE CENTER, REGION 20
1314 Hines Avenue
San Antonio, Texas 78208
Telephone: (210) 370-5200
www.esc20.net/purchasing

May 23, 2019

Please quote the following not later than 2:00 P.M. June 27, 2019

Company Names: _________________________
Proposal On: Janitorial Services

Page 1 of 2

PRICE - F.O.B. - Destination

Education Service Center, Region 20 will accept proposals for the purchase of JANITORIAL SERVICES -- SEALED Proposal #1905, as per the attached specifications, terms and conditions. Proposals will be accepted by Education Service Center, Region 20 until 2:00 p.m., THURSDAY, JUNE 27, 2019 at which time they will be opened and tabulated for Board approval.

Fax proposals will not be considered. By submitting a proposal, vendor certifies to the best of his/her knowledge that all information is true and correct. All proposals must be sealed and received prior to scheduled opening time at the address listed in the box below. Proposals must be plainly marked on outside of envelope:

<table>
<thead>
<tr>
<th>Mr. Jim Metzger, Purchasing Coordinator</th>
<th>SEALED Proposal #1905</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business and Human Resource Services</td>
<td>JANITORIAL SERVICES</td>
</tr>
<tr>
<td>Education Service Center, Region 20</td>
<td>Proposal Opening: 2:00 p.m.,</td>
</tr>
<tr>
<td>1314 Hines Avenue</td>
<td>JUNE 27, 2019</td>
</tr>
<tr>
<td>San Antonio, TX 78208</td>
<td></td>
</tr>
</tbody>
</table>

Proposals must be submitted on the forms provided or proposal may be rejected. Only proposals received by the date and time specified will be considered. Vendors are invited to be present at the opening of the proposals to be held at Region 20, Conference Center Building, 1314 Hines Avenue, on the above date. Quote lowest possible net prices after all trade discounts have been deducted. Term discount, if any, must be indicated on Signature, Deviation or Compliance Notation & Felony Notification Page and will be considered in awarding proposals.

Vendors who do not quote are requested to submit a "no bid on proposal" form to Education Service Center, Region 20, Purchasing Department, if they wish to receive future proposals. Failure to do so may result in their being deleted from our vendor list. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

The Region 20 Board of Directors may approve awarding of this proposal at the August 2019 meeting.
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If you are unable to quote, please promptly complete and return the attached
"NOTICE OF NO BID ON PROPOSAL" only (Page 17).
1.0 SCOPE OF SERVICES

Education Service Center, Region 20 is seeking proposals from qualified janitorial service providers to service the janitorial needs of Region 20 for a one year contract period, with an option to renew for two additional one year terms (periods listed below), in accordance with specifications and conditions embodied in this proposal.

First Contract - September 1, 2019 through August 31, 2020
Second Contract - September 1, 2020 through August 31, 2021
Third Contract - September 1, 2021 through August 31, 2022

2.0 SPECIAL CONDITIONS

a) Vendor must attend a pre-proposal conference scheduled for 10:00 a.m., Wednesday June 12, 2019 at the Kinney room.
b) Region 20 will furnish trash bags, toilet tissue, paper towels, urinal screens and hand soap.
c) Vendors learning of and requesting to quote after the June 12, 2019 at the Kinney room, pre-conference must call the contact listed to schedule an appointment to inspect the facilities. All questions and answers regarding this proposal will be mailed to all persons or firms recorded as having received the proposal documents and will be available for inspection at Region 20 business offices.
d) Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The right is reserved to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
e) Region 20 will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative. No valid orders will be submitted without a purchase order and shall not be accepted by the vendor without a purchase order number.
g) In the event this proposal expires before another proposal is awarded, the vendors shall extend the contract on a month-to-month basis, for a maximum of 3 months, by mutual agreement.
h) Vendors must complete questionnaire (Page 14)
i) Region 20 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
j) No amount is guaranteed. Services will be purchased as needs arise and funding allows.
k) The transfer or assignment of contracts is prohibited.
l) COMPLIANCE WITH LAW: The respondent will be responsible for compliance with all applicable local, state, and federal laws.
m) Vendor must provide insurance coverage and hold harmless agreement according to Sections 12.0 & 13.0.
2.0 SPECIAL CONDITIONS (continued)

n) Significant changes or necessary items not covered in proposal may be added to this contract at the discretion of Region 20. In the event the successful vendor(s) and Region 20 cannot agree, Region 20 shall have the option to purchase from alternate legal sources.

o) Specifications as written meet Region 20’s minimum standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. Region 20 will be the sole judge of specification equivalency.

p) Vendor must show proof that all employees are bonded.

q) All service employees will sign in/out on Region 20 daily employee log that is kept with the security guard.

r) All keys and access badges for Region 20 will be turned in to the security guard on a daily basis.

s) All service employees will park in designated areas. Service employees are not authorized to wear shorts, tank tops or open toe shoes. Personal bags/purses are unauthorized to be brought into nor removed from facility.

t) Unauthorized use of Region 20 equipment will be grounds for immediate cancellation of the contract.

u) Vendor must provide Region 20 with an annual schedule (calendar format) showing daily, weekly and monthly schedules of when certain services are to be performed.

v) Region 20 reserves the right to assess a performance penalty for failure to perform service items within the scope of work as scheduled. Vendor will be given the opportunity to perform the services as agreed upon with Region 20 management staff. If service if not completed to Region 20 satisfaction, an appropriate performance penalty will be assessed and deducted from invoice payment. It is the intent Region 20 to agree with the vendor on all performance penalties.

w) The Education Service Center, Region 20 (ESC20) will be adding a new building and initiating renovations across the campus during this contract and subsequent extensions. This will affect the cleaning schedule for designated areas. ESC20 will periodically adjust the total square footage the awarded janitorial service will clean. The awarded vendor will invoice ESC20 based on the square footage outlined in that cleaning schedule. ESC20 will provide adequate notice to the janitorial company of any schedule changes.

3.0 GENERAL TERMS

a) All contracts and agreements between vendors and Region 20 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.

b) Vendors are advised that contracts be subject to all legal requirements provided for in the Texas Education Code, Subchapter B, Section 44.031 and/or applicable state and federal...
EDUCATION SERVICE CENTER, REGION 20
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: 1905
Proposal On: Janitorial Services
Proposal Opening: 2:00 p.m., June 27, 2019

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Company _____________________

==================================================================================================

statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.

c) If product and/or service provided is not satisfactory, this agreement can be terminated at any time upon a 60-day written notice.
d) Region 20 reserve the right to all warranties, express and implied.
e) All parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal.
f) Patented or copyright protected items: Vendor agrees to protect Region 20 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
g) Award(s) resulting from this request are not exclusive agreements to purchase. Region 20 reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in their opinion, are necessary and in the best interest of Region 20.
h) It is understood and agreed that Region 20 reserve the right to make minor modifications to conditions of this proposal due to unforeseen circumstances, by mutual agreement with selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.

4.0 PREPARATION OF PROPOSALS

a) PROPOSALS MUST BE MADE ON THE ENCLOSED SHEETS OR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.
b) The failure to adhere to accepted proposals would be deemed reason for canceling purchase commitments and for not accepting future proposals from defaulting contractors.
c) Region 20 reserves the right to award to multiple or to primary and secondary suppliers.

5.0 VENDORS WILL QUOTE A MONTHLY PRICE

a) Prices must be quoted in U.S. Currency.
b) Vendors will quote a monthly price.
c) Vendors will not include federal taxes nor State of Texas limited sales, excise or use taxes in prices since ESC-20 is exempt from payment of such taxes. An exemption certificate will be signed where applicable.

6.0 CONTACT

All questions should be directed between 8:00 a.m. and 4:30 p.m., Monday through Friday to:

Jim Metzger, Purchasing Coordinator (210) 370-5204

7.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

Region 20 reserves the right to accept or reject any or all proposals, to waive any technicality or irregularity in proposal submitted, and to accept or reject any part of a proposal as deemed to be
in the best interest of Region 20. Proposals may be withdrawn at any time prior to the official opening. Alternations made before opening time must be initialed by vendor guaranteeing authenticity. Upon approval of Region 20, proposals may be withdrawn for obvious miscalculations or industry-wide conditions. Proposals shall remain open and valid for acceptance a period of 60 days following the opening. Proposals received after the time set for the opening will be declared late and not eligible for opening and consideration. Region 20 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries will be held unopened. Vendor will be advised by mail that his proposal was late and not accepted and will be allowed to pick up his proposal package or furnish a "call tag" and have the package picked up by a courier.

8.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS
Region 20 is willing to assist any vendor(s) in the interpretation of proposal provisions or explanation of how proposal forms are to be completed. Assistance can be received by visiting the Region 20, Business Office, 1314 Hines Avenue; or calling (210) 370-5643. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he/she may submit a written request for clarification to the Jim Metzger, Purchasing Coordinator, 1314 Hines Avenue, San Antonio, TX 78208 at least seven days prior to scheduled opening. Any interpretation of the proposal, if made, will be made only by Addendum duly issued and mailed or delivered to each person receiving a proposal document. Region 20 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Coordinator.

9.0 EVALUATION and AWARD OF CONTRACT
a) Proposal evaluation and award shall be based on, but not necessarily limited to the following factors: purchase price, ability to meet delivery requirements, quality of samples, reputation of the vendor and of the vendor's goods or services, quality of the vendor's goods or services, the extent to which the goods or services meet the needs of Region 20, vendor's past relationship with Region 20, the impact on the ability of Region 20 to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. The contract will be awarded to the responsible vendor(s) whose proposal offers the best value and is most advantageous to Region 20, price and other factors considered. Tie proposals will be awarded by the casting of lots.

b) Region 20 reserves the right to award the proposal to one vendor or multiple vendors. It is anticipated this proposal will be awarded to one vendor.

c) Region 20 reserves the right to accept and award any item or group of items of this proposal, as deemed to be in the best interest of Region 20, unless the vendor qualifies the proposal by specific limitations.

d) After the opening, Region 20 will check each proposal for the presence or absence of required information in conformance with the submittal requirements of this proposal. These submittal requirements are obligatory, and failure to fully comply will deem the proposal unresponsive. If the proposal fails to meet any requirements to the proposal specifications, such failures will be noted and documented in a formal deficiency report
EDUCATION SERVICE CENTER, REGION 20
1314 Hines Avenue
San Antonio, TX 78208

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Proposal On: Janitorial Services
Proposal Opening: 2:00 p.m., June 27, 2019

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by the purchasing staff. Region 20 will evaluate each proposal to assure consistency between the various sections within the proposal. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.

e) Determination of the successful vendor(s) will be based on information supplied by the vendor and information obtained, where necessary, through user contacts. Ongoing documentation by using departments regarding a company's performance may be used in determining the vendor's responsibility for award purposes of this and future awards. The vendor must quote all mandatory services. The lowest dollar proposal may not represent the best proposal when all factors of the evaluation have been qualified.

f) Prospective vendors must prove beyond any doubt to Region 20 that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

10.0 RIGHTS and REMEDIES INCLUDE

a) In addition to other rights and remedies, Region 20 reserve the right to cancel the entire contract with any contractor who fails to perform in any manner, or in accordance with the proposal as offered to and accepted by Region 20.

b) If contractor delays in correcting problems, Region 20 reserve the right to purchase on the open market and charge contractor the difference between contract price the purchase price. Vendors will be given a reasonable opportunity (30 calendar days) to correct the deficiencies before termination.

11.0 PAYMENT

a) Region 20 will pay for the requested goods and/or services as promptly as possible, usually no later than thirty (30) days after 1) receipt of the goods; or 2) the day the service is complete, or 3) the day Region 20 receive the undisputed invoice for the goods and/or services, whichever is later.

b) Region 20 agrees to notify vendor of error or contested invoice. Region 20 and vendor hereby agree to mutually resolve disputed invoices within sixty days of receipt of notice of dispute, verbal or written. There shall be no interest on any delayed, disputed or delinquent payment, nor shall the vendor be entitled to attorney's fees in any dispute to collect such payment.

c) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is later. Payment is deemed to be made on the date of mailing of the check.
12.0 **INSURANCE**

a) There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds Region 20 harmless.

b) Coverage shall be verified by furnishing insurance certificates issued by an agent licensed to do business in the State of Texas showing the type, coverage, limits of liability, class of operations covered, effective dates, date of expiration and name of insurance companies. Policy shall contain additional endorsements in favor of Education Service Center, Region 20 as additional insured on General Liability and Auto Liability.

c) All coverage shall be obtained with companies admitted and licensed to do business in the State of Texas, with minimum rating of A-VII as reflected in the latest published edition of the A. M. Best Key Rating Guide.

d) Insurance shall contain a provision that at least 30 days prior written notice shall be given to Region 20 in the event of cancellation, material change or non-renewal.

e) No work will be commenced until all requirements of this section have furnished and approved by Region 20.

f) **Insurance Required:**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory Limits</th>
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<tbody>
<tr>
<td><strong>Workers Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>Employers Liability</td>
<td>- $100,000 @ accident</td>
</tr>
<tr>
<td></td>
<td>- $500,000 policy limit</td>
</tr>
<tr>
<td></td>
<td>- $100,000 @ employee</td>
</tr>
<tr>
<td><strong>General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily injury &amp; Property damage</td>
<td>- $300,000 combine single limits @ occurrence</td>
</tr>
<tr>
<td></td>
<td>- $600,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>- $300,000 products/completed</td>
</tr>
<tr>
<td></td>
<td>- operations coverage</td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Combined</td>
<td>- $300,000 or</td>
</tr>
<tr>
<td>Bodily injury</td>
<td>- $100,000 @ person/$300,000 @ accident</td>
</tr>
<tr>
<td>Property damage</td>
<td>- $100,000</td>
</tr>
</tbody>
</table>
13.0

HOLD HARMLESS AGREEMENT

The contractor shall defend, indemnify, and save whole and harmless Education Service Center, Region 20 and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution of performance of this contract.

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

DATED this _______________ day of ______________________________________, 2019.

_____________________________________________
Signature

_____________________________________________
Type/Print Name

_____________________________________________
Address

_____________________________________________
Phone

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the _______________ day of ____________________________, 2019.

_______________________________
(Notary's Seal) Notary Public, State of Texas

(Original must be provided before contract begins.)
14.0 IMPORTANT INFORMATION FOR COMPLETION OF PROPOSAL

A copy of the vendors cleaning procedures in the following areas must be submitted with the proposal

a) Restroom cleaning
b) Office space cleaning
c) Floors and Carpets cleaning
d) Kitchen and Break rooms cleaning
e) Safety procedures

Region 20 must approve all chemicals that are used at Region 20.

MSDS sheets must be supplied for all chemicals used at Region 20.

15.0 REFERENCES

All vendors must submit a list of references for whom vendor has provided like services/products in volumes equal to or greater than the estimates listed in the proposal. This list may be placed in a separate envelope and labeled "PROPRIETARY" and is not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.
16.0 ACKNOWLEDGEMENT OF ADDENDA:

The offeror acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
</tr>
</thead>
</table>

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum and delivered to all parties, which Region 20 shows as having received a copy of the solicitation.
Areas to be covered under this contract are:

a) **Conference Center Building** – The service area of this building is 86,110 square feet. This is a four-level structure. The warehouse area (approximately 8,000 square feet) will not be covered under this contract, warehouse offices and science lab will be covered.

b) **Data Processing & Information Systems Building** – The service area for this building is approximately 9,113 square feet. This is a two-level structure.

c) **Administrative & Instructional Services Building** – The service area for this building is 31,228 square feet. This building is a three-level structure.

d) **Business and Technology Services Building** – The service area for this building is 18,717 square feet. This is a single level structure.

e) **Living Science/Braille Building** – The service area for this building is 11,016 square feet. This is a single level structure. (The Living Science/Braille building is currently under construction with anticipated completion date of February 2020.)

Services to be performed – Monday - Saturday

**Starting time Monday through Saturday:** After 5:00 p.m

Conference Center meeting rooms after 9:30 p.m. (when occupied).

**Day porter Monday through Friday:** 10:00 a.m. – 2:00 p.m.

Service for Office Space Areas:

a) **Daily:**

1) Sweep all hard surface floors with dust mops and damp mop to remove spillage and tracking, including all hard surface stairways.

2) Vacuum and spot clean all carpeted areas, including carpeted stairways.

3) Remove trash from Offices and office areas to designated area for disposal, placing fresh bags in containers.

4) Dust all ledges and other flat surfaces within reach.

5) Disinfect counter-tops.

6) Clean all meeting tables located in conference rooms throughout Center.

b) **Twice-weekly Service:**

1) Clean Glass doors and panels at all building entrances.

Services for Computer Room:

a) **Daily**

1) Remove trash from Computer Room and office area to designated area for disposal, placing fresh bags in containers.

2) Sweep all hard surface floors with dust mop and use dry mop system to remove spillage and tracking.

Service for Café 20 (Café is to be cleaned Monday – Friday 4 p.m. – 5 p.m):

a) **Daily:**

1) Sweep all hard surface floors with dust mops and damp mop to remove spillage and tracking, including all hard surface stairways.

2) Remove trash from large/tall trash receptacles to designated area for disposal, placing fresh
bags in containers nightly. Clean exterior surfaces of large trash Receptacles.

3) Clean sink located in open area of café, refill paper towel and soap dispenser.

Service for meeting rooms, Lunch & break rooms, and Center-wide restrooms:

b) Nightly Services: Five (5) times per week, plus Saturdays for meeting rooms, lunch & break rooms, and center-wide restrooms in these areas.

1) Remove trash from trash receptacles to designated area for disposal, placing fresh bags in containers nightly. Clean exterior surfaces of large trash Receptacles (All Buildings).

2) Sweep all hard surface floors with dust mops and damp mop to remove spillage and tracking, including all hard surface stairways.

3) Vacuum and spot clean all carpeted areas, including carpeted stairways (Conference Center Meeting Room areas).

4) Dust all ledges and other flat surfaces within reach.

4) Dust and sanitize counters, chairs, tables and other furniture.

6) Clean and sanitize drinking fountains (All Buildings).

8) Clean Restrooms as follows:

8.1) Clean and sanitize urinals, toilets, wash basins, counters, shelves, and sanitary napkin receptacles

8.2) Clean and polish all mirrors and trim.

8.3) Wet mop floors with disinfecting cleaner.

8.4) Refill all dispensers.

8.5) Empty all trash, placing fresh bags in containers.

8.6) Polish stainless steel and chrome fixtures.

8.7) Wipe down water closet partitions.

8.8) Refill sanitary and tampon machines as needed.

9) Clean all counter tops, sinks & cabinets in break areas.

10) Clean microwave ovens.

11) Clean all tables in meeting room areas, break areas and conference areas.

12) Clean all glass walls/partitions and door view panels (Conference Center Meeting Room Areas).

13) Spot Vacuum as needed (All buildings).

b) Weekly Services- Center-wide

1) Remove fingerprints from woodwork and door frames, including stairway railings.

2) Empty all contents and clean refrigerators located in break rooms each Friday.

3) Dust air return and supply vents.

c) Monthly Services – Center-wide

1) Clean modular partitions, walls and doors.

2) Dust high partitions and moldings.

3) Machine scrub restroom floors.

4) Machine scrub living science and science lab floors, using an approved cleaner.

5) Strip (as needed), wax and buff all tile floors to a high shine.

6) Complete Janitorial Supervisor Inspection Report (attached) and leave for Jennifer Williamson.

7) Clean all glass walls/partitions and door view panels.

Requirements of Day Porter: Monday through Friday: 10 a.m. – 2 p.m.

a) Daily:

1) Maintain the cleanliness of restrooms located on the 1st and 2nd floor of the Conference Center.
2) Remove trash from trash receptacles located throughout 1st and 2nd floor of the Conference Center.

3) Clean spills as required on the 1st and 2nd floor of the Conference Center.

Each vendor should answer the following questions.

What is your current number of employees?

What is your current ratio of employees to supervisors?

What is your current ratio of employees per sq. ft worked?

What is the minimum number of hours to effectively do the job nightly at Region 20?

What would be your nightly minimum number of nightly janitorial employees assigned to Region 20?

Award Date through August 31, 2020

Monthly Charge: $________________

September 1, 2020 through August 31, 2021

Monthly Charge: $________________

September 1, 2021 through August 31, 2022

Monthly Charge: $________________

The Education Service Center, Region 20 (ESC20) will be adding a new building and initiating renovations across the campus during this contract and subsequent extensions. This will affect the cleaning schedule for designated areas. ESC20 will periodically adjust the total square footage the awarded janitorial service will clean. The awarded vendor will invoice ESC20 based on the square footage outlined in that cleaning schedule. ESC20 will provide adequate notice to the janitorial company of any schedule changes. Please quote a price per square foot. (The Living Science/Braille building is currently under construction with anticipated completion date of February 2020.)

Cost per square foot: $________________
Detail of equitable performance penalty system (attach additional sheets as needed):

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

18.0 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

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

Texas or Non-Texas Resident

☐ I certify that my company is a "resident vendor".
☐ I certify that my company qualifies as a "nonresident vendor".

If you qualify as a "nonresident vendor," you must furnish the following information:

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

___________________________________________________________________________________________
City State Zip Code

____________________________________ ______________________________________________________
Company Name Address

19.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

☐ Yes ☐ No If yes, when: ______________________________
20.0 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and returned with this proposal)

ESC, REGION 20 is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits ESC, REGION 20 and potentially cooperative members from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to ESC, REGION 20 at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

(1) “Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).

(2) “Interested Party” means a person:
   a) who has a controlling interest in a business entity with whom ESC, REGION 20 contracts; or
   b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).

(3) “Controlling interest” means:
   a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
   c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) “Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
   a) receives compensation from the business entity for the person’s administration;
   b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
   c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).
20.0 CERTIFICATE OF INTERESTED PARTIES – FORM 1295 (CONTINUED)

As a “business entity,” all vendors must:

(1) complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- All vendors must complete Form 1295, even if no interested parties exist
- In Section 2, insert “ESC, Region 20/PACE”
- In Section 3, insert the “ESC, REGION 20 RFP #1905” for this proposal

(2) print a copy of the completed form (make sure that it has a computer-generated certification number in the “Office Use Only” box)

(3) have an authorized agent of the business entity sign the form

(4) submit the completed, signed, Form 1295, with the certification of filing, along with this proposal.

(5) Vendor is exempt from filling out Form 1295 if they are a publicly traded business entity, including a wholly owned subsidiary of the business entity. If you fall into this category please check box below to verify that you did not fill out Form 1295 and reason why.

[ ]

Reason: ________________________________
DEVIATIONS: In the event the undersigned vendor intends to deviate from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached (attach additional pages as necessary). Vendors must list all specifications for item(s) quoted that differ from any specifications/brands listed in proposal. Region 20 will be the sole judge to determine if deviations are acceptable in meeting the needs of Region 20.

NO DEVIATIONS: In the absence of any deviation entry on this form, the vendor assures Education Service Center, Region 20 of their full compliance with the Terms and Conditions, Specifications, and information contained in this proposal.

ALL vendors MUST COMPLETE this page (check appropriate box)
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our proposal is submitted according to (check appropriate box):

☐ Deviations listed below ☐ See Attached letter for Deviations ☐ No Deviations

Having carefully examined the terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

FELONY NOTIFICATION
Also, pursuant to the Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is_____ /is not_____ owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

NOTE - Use this form. If necessary to go into details, attach a letter.

Exclude Federal and State Taxes.

The right is reserved to accept or reject quotation on each item separately or as a whole.

Proposals received after the time and date specified will not be accepted.

PHONE (_____)

FAX (_____)

Date: ____________________________

Payment Discount

Company

Signed: (Must be able to sign contracts to obligate company)

Typed Name

Title

Address

E-mail Address
EDUCATION SERVICE CENTER, REGION 20
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: 1905
Proposal On: Janitorial Services
Proposal Opening: 2:00 p.m., June 27, 2019

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Company ____________________________________________________________

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Bldg. 7
Braille and Living
Science
11,016 Square Feet