



2022-008-RFP

Full-Service Facility Maintenance Services

Issue Date: 03/10/2022

Questions Deadline: 4/07/2022 02:00 PM (CT)

Response Deadline: 4/18/2022 05:00 PM (CT)

Contact Information

Contact: Teresa Montemayor

Address: 704 11th Street

Levelland, TX 79336

Phone: (806) 894-9628

Event Information

Number: 2022-008 RFP
 Title: Full Service Facility Maintenance Services
 Type: Request for Proposal
 Issue Date: 03/10/2022
 Question Deadline: 4/11/2022 02:00 PM (CT)
 Response Deadline: 4/18/2022 05:00 PM (CT)
 Notes: A Full Service Facility Maintenance, Custodial, and Grounds contract is defined as the contractor operating as a separate entity using the District's facilities to operate and administer the project in accordance with the contract agreement at a level of quality acceptable to the District.

PLEASE BE ADVISED LEVELLAND ISD WILL BE CLOSED FOR THE SPRING BREAK MARCH 14 THROUGH MARCH 20, 2022 AND STAFF HOLIDAY OF APRIL 15, 2022.

Ship To Information

Contact: Teresa Montemayor
 Address: 704 11th Street
 Levelland, TX 79336
 Phone: (806) 894-9628

Billing Information

Contact: Teresa Montemayor
 Address: 704 11th Street
 Levelland, TX 79336
 Phone: (806) 894-9628

Bid Activities

Release Date	03/10/2022 8:00:00 AM (CT)
Release Date	
Legal Notice (1st run)	03/13/2022 8:00:00 AM (CT)
Legal Notice (1st run)	
Legal Notice (2nd run)	03/20/2022 8:00:00 AM (CT)
Legal Notice (2nd run)	
Pre-Proposal Meeting	03/30/2022 9:15:00 AM (CT)
Mandatory Pre-Proposal Meeting and Site Survey to follow.	
Deadline for questions and requests for clarification	04/11/2022 2:00:00 PM (CT)
Deadline for questions and requests for clarifications	
Deadline for submittal	04/18/2022 5:00:00 PM (CT)
Deadline for submittal	
Board meeting/award date.	05/11/2022 6:00:00 PM (CT)
Board meeting/award date.	
Contract Begins	07/1/2022 8:00:00 AM (CT)
Contract Begins	

Bid Attachments

General_Solicitation_Terms_and_Conditions

General Solicitation Terms and Conditions

[View Online](#)

LEVELLAND ISD EDGAR

Edgar Certifications

[View Online](#)

Floor Plans 8x11.zip

LEVELLAND ISD Floor Plans

[View Online](#)

Facilities Maintenance Inventory \$5k

Facilities Equipment Inventory

[View Online](#)

Map 8.5x11.pdf

LEVELLAND ISD District Map

[View Online](#)

Unplanned Project Form

Project Submittal Form

[View Online](#)

Building age.pdf

Age of District Facilities

[View Online](#)

Bid Attributes

1 Intent / Scope

A Full Service Maintenance, Custodial, and Grounds contract is defined as the contractor operating as a separate entity using the District's facilities to operate and administer the project in accordance with the contract agreement at a level of quality acceptable to the District. The services provided must include, but may not be limited to:

- Plant Operation, Maintenance, Custodial, Grounds, Scheduled and Non-Scheduled Projects, Kitchens, Employee Relations, Work Orders;
- Audio-visual and Equipment Repair;
- Preventive Maintenance and Facility Improvement;
- Hiring, Training, Development, and Retainment of Contract Staff, all of which shall be on the contractor's payroll and covered by the contractor's total fringe benefit program;
- Quality Control;
- Operational and Technical Support;
- Financial Management and Reporting of Departments covered by the contract;
- Transportation Costs of all employees, other than the agreed upon purchases of vehicle fleet;
- Personnel, Supplies, Materials, Inventories, Insurance, and Support necessary for the performance of this FULL SERVICE contract.

2 Pre-Proposal Meeting

To familiarize contractors with the requirements and to answer questions, a pre-proposal meeting will be held at **9:15 a.m. CST, Wednesday, March 30, 2022**, in the District's Central Office Boardroom, 704 11th Street, Levelland, Texas.

Site surveys will be conducted following the pre-proposal meeting. Each contractor attending the site survey shall have representatives present for the following categories: Building Facilities, Custodial, and Grounds. Please email Teresa Montemayor (tmontemayor@levellandisd.net), by Thursday, March 24, 2022, a list of the sites you would like to survey. Site surveys are by appointment only.

Attendance **is mandatory**. It is the contractor's responsibility to attend the pre-proposal meeting and site survey. **The District will not be responsible for providing information discussed at the pre-proposal meeting to contractors not attending. The District will not accept any proposals from contractors not in attendance at the pre-proposal meeting.**

☐ Acknowledged
(Required: Check if applicable)

3 Term of Contract

The initial contract will begin July 1, 2022 and end June 30, 2023, with the option to renew for four (4) additional one-year terms. The District reserves the right to re-negotiate or cancel this contract prior to any renewal terms.

4 Contract Price Adjustment

The contract price will not be adjusted during the contract period except for changes in services or labor as

Changes in Service: Should the District request a change in the Plant Operations, Maintenance, Grounds, and/or Custodial Services for reasons of opening of new buildings, permanent closings of buildings, transfer of additional Plant Operations and Maintenance, Grounds and Custodial Services functions to the contractor, and/or a significant change in the use of buildings, and should such change in Plant Operations and Maintenance, Grounds and Custodial Services result in an increase or decrease in cost to the contractor, the contract price and the installment payments of contract price shall be increased/decreased by an amount equal to the projected change in cost to the contractor. Such change will be evidenced in writing and mutually agreed to by the District and the contractor prior to the effective increase:

Under Fixed Price Proposal, any increase in Minimum Wage: Commencing with the second annual period and continuing for each succeeding Annual Period thereafter, in the event of an increase in the state or federal minimum wage, the contract price and the installment payments of the contract price shall be increased on an annual basis by the actual amount of the resultant increase in labor cost to the contractor due to wage increases to employees at the minimum wage level;

Under Fix Price Proposal, commencing with the second annual period and continuing for each succeeding annual period thereafter, in the event of an adjustment in wages or fringe benefits payable to employees as a result of a Collective Bargaining Agreement, the contract price and installments of the contract price shall be adjusted on an annual basis by the actual amount of resultant adjustment in labor cost to the contractor;

Changes in Labor: In the event of a mutually agreed upon adjustment by the District and the contractor in wages or fringe benefits payable to employees, the contract price and installments of the contract price shall from the date of adjustment in wage or fringe benefit cost be adjusted by the actual amount equal to the resultant adjustment in cost to the Contractor as a result of the adjustment in wage rates and fringe benefit cost. Such adjustment will be evidenced in writing and mutually agreed to by the District and the Contractor prior to the effective date of this change;

Should the District and the contractor mutually agree to add personnel to the labor or managerial workforce working at the District's location, all additional actual labor cost to the contractor by reason of such personnel change shall be reflected in an adjustment to the contract price and the installment payment of the contract price from the date the personnel are added to the payroll. Such adjustment will be evidenced in writing and mutually agreed upon by the District and the contractor prior to the effective date of this change;

Should the District and the contractor mutually agree to transfer any personnel from the contractor to the District, then the total cost of such cost incurred by the District and the resulting savings to the contractor, shall be adjusted as a decrease in the contract price and the installments of the contract price, effective the date of such transfer. Such decrease will be evidenced in writing and mutually agreed to by the District and the contractor prior to the effective date of this change.

Under Fixed Price Proposal, commencing with the second annual period and each succeeding annual period thereafter, in the event of an adjustment in contributions for social security, federal or state unemployment or premiums payable on behalf of the contractor's employees for general liability insurance or fringe benefits, then the contract price shall be adjusted by the projected adjustment in cost to the contractor;

Quarterly Reports: Contractor will furnish updated reports on a quarterly basis to the District which indicate any changes to any of the categories listed above.

☐ Acknowledged
(Required: Check if applicable)

5 Staffing/Personnel

All personnel shall be employees of the contractor and shall be compensated directly by the contractor. Contractor shall process the payroll for such employees with its own personnel unless otherwise approved by the District.

Background checks, including fingerprinting, shall be performed prior to hiring any applicant, or subcontractor and subcontractor employees. Annual driver's license checks shall be performed on all employees. The contractor shall be responsible for the cost of background checks and driver's license checks. Contractor shall perform all criminal history record checks according to Senate Bill 9 and Texas Education Code 22.0834.

The existing staffing as listed in the schedule section **SHALL NOT CHANGE** without the written approval of the District. The District prefers full time employees, therefore contractors who propose extensive part time employees will not be considered and their proposal will be deemed non-responsive. There will be no seasonal layoffs of employees.

Each party shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and worker's compensation cost and shall file all required documents and forms. The contractor shall indemnify, defend, and hold the District harmless from and against any claims, liabilities, and expenses related to or arising out of the contractor's responsibilities set forth in the contract agreement.

The contractor will be required to provide a time recording system to accurately reflect the actual hours worked and made available to District officials as needed for periodic review.

The contractor shall be responsible for adjusting staff hours to accommodate all school functions without receiving additional compensation.

Contractor will be responsible for staffing special events and performing cleaning services.

The contractor shall provide an employee fringe benefit program at least equal to the present benefit program provided by the existing contractor, for each employee category as indicated in the fringe benefit schedule.

☐ Acknowledged
(Required: Check if applicable)

6 Employee/Labor Relations

The District fully recognizes and understands that most hourly employees work daily without direct supervision from a salaried supervisor charged with the responsibility of employee productivity, quality of work, employee workforce attitude and morale. The contractor shall provide the means available for hourly employees to contribute to the contractor's quality objectives and maintain a high level of productivity and morale. The contractor must demonstrate previous experience in dealing with hourly workforces.

Approaches to enhance employee authority to act, such as encouraging employee innovations, increasing employee responsibility and quality assurance programs;

Procedures the contractor uses to evaluate the extent and effectiveness of employee involvement, describing such procedures in the proposal;

Procedures the contractor will implement to protect both the contractor's and the District's employees and property.

☐ Acknowledged
(Required: Check if applicable)

7 Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals, reissue proposals, or to bring the maintenance operations back in-house. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and which may not represent the lowest prices submitted. The District reserves the right to be sole judge of the quality of proposals.

☐ Acknowledged
(Required: Check if applicable)

8 Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of work to be performed under the contract. Should the "key personnel" defined as General Manager, Managers, and Assistant Managers not be employed by the awarded contractor, said contractor must submit at least two resumes of candidates or current managers employed by their company in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess. The key personnel must be committed for the term of this agreement, including any or all extensions of this contract. These individuals must be interviewed and approved by the District. The contractor agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without the written approval of the District.

Each key person shall not spend more than a total of five (5) scheduled working days away from the District related to soliciting other businesses. A written notice shall be provided the District as to who will be away, when, where, and reason for absence.

☐ Acknowledged

(Required: Check if applicable)

9 Governmental Relations

The contractor will be familiar with and advise the District about federal, state and local regulations and laws concerning work place hazards. These will include, but not be limited to, asbestos abatement, lead in drinking water, radon gas, PCB's, disposal of chemical wastes, training of employees to use hazardous chemicals, electrical, gas regulations/testing regulations, accommodations for the handicapped, and fire and general safety. The contractor must be responsible for, and show evidence of experience with, reports and submittals as required by federal, state and local governments.

☐ Acknowledged

(Required: Check if applicable)

10 Training

The contractor shall supply classroom and on the-job training for managerial, supervisory, technical, clerical, skilled/craft and custodial supervisory personnel. A written list of types of programs along with the program content and employees attending the training is to be provided to the District on a semi-annual basis at the Joint Review Committee meeting.

☐ Acknowledged

(Required: Check if applicable)

11 Schedule

The contractor shall provide a full service contract with complete responsibility for daily operations on a full-time basis, fifty-two (52) weeks per year. The contractor shall provide for management, supervisory, skilled/craft, technical, and custodial support in an emergency situation twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

☐ Acknowledged

(Required: Check if applicable)

12 Preventative Maintenance Plan

Preventative maintenance schedules will be established for all HVAC (Heating, Ventilation, Air Conditioning) equipment including, but not limited to, air conditioners. Schedules are to be in accordance with industry standards. Written schedules and evidence of actual work performed are to be provided to the District upon request.

Preventative maintenance schedules for building and roof inspections are to be established and maintained. Inspections shall be performed on buildings and roofs on a regular basis, but not less than once every six (6) months. Complete inspection and maintenance reports will be reviewed with the District at the semi-annual Joint Review Committee meetings.

☐ Acknowledged

(Required: Check if applicable)

13 Equipment/Materials

The District and the contractor shall jointly review the equipment needs for the responsible areas of the contractor during budget preparation time. It is the intent of the District to provide the contractor with a reasonable inventory of equipment needed to operate on an efficient and productive basis. It is anticipated that all equipment used by the contractor (other than special equipment which may be sporadically used and be more cost effective to rent) will be purchased and owned by the District. All equipment must be maintained and serviced according to the manufacturers' recommendations and specifications. Any equipment purchased by the contractor shall be approved by the District. The District will have an option to buy all equipment supplied by the contractor at the termination of this contract for book value based on the straight line depreciation method over a five (5) year period. All fully depreciated equipment shall become the property of the District.

☐ Acknowledged

(Required: Check if applicable)

14 Quality of Service

The following quality performance reviews will be initiated to ensure a high standard of service for the District:

A Joint Review Committee shall be formed consisting of at least three (3) persons from the District and three (3) persons from the contractor. The committee shall hold regular semi-annual consultations regarding the performance of the services and apprise the District of status of current organization, personnel, and financial issues;

Semi-annual inspections will be made by the contractor's personnel in the presence of the building principal. Within one (1) week of said visit, a detailed report of these inspections must be presented to the building principal, Chief Financial Officer/Director of Facilities;

An annual summary of overall facilities management (plant operations and maintenance, custodial services, grounds) and operations functions, accomplishments, goals, and objectives (both short term up to 12 months and long term up to 60 months), will be prepared and presented to the Chief Financial Officer/Director of Facilities.

☐ Acknowledged

(Required: Check if applicable)

15 Playgrounds

Playgrounds shall be maintained in accordance with all current local, state and federal codes including but not limited to ASTM 1487, U.S. Consumer Product Safety Commission, Publication 325, and Texas Recreation and Park Society Publications.

☐ Acknowledged

(Required: Check if applicable)

16 Costs to be Paid by the Contractor

- All wages, salaries, and benefits.
Social security taxes, state and federal unemployment taxes, general liability and umbrella insurance premiums, workers' compensation insurance premiums, and medical and hospitalization insurance premiums.
- Background and driver's license checks.
Janitorial supplies, paper towels, toilet paper, hand soap, plastic liners for trash containers, and plastic bags for trash removal.
- All purchased services except those listed under "COST TO BE PAID BY THE DISTRICT".
- Pest control (excluding termite and rodent control).
- Exterior and interior window washing. (On an as needed basis).
- Replacement of walk-off mats.
- Laundering and treating custodial supplies.
Uniforms for contractor's employees. Each employee shall receive a minimum of five (5) shirts and five (5) pairs of pants with annual replacement.
- Payroll preparation and all other accounting functions.
Transportation costs necessary to perform the duties of contractor (other than the purchase of certain vehicles by District).
- Contractor's corporate overhead cost.
Repair of District's furniture, desks, cabinets, fixtures, drapes, blinds, chalkboards, and other building effects. All chair glides shall be replaced as required to avoid damage to the floors and carpet. The contractor shall inform the District of any such items which are not repairable or which are not "economically feasible" to repair.
- Snow and ice removal.
- Repair of "pot holes" and large "weather cracks" in driveways, parking lots, and asphalt playground surfaces.
- Repair minor roof leaks and damage to ceilings, walls, and floors caused by such leaks.
Contractor Insurance: Contractor shall obtain and keep in force during the term of the Agreement, WORKERS' COMPENSATION INSURANCE, in conformance with the state of Texas laws. Contractor shall obtain and keep in force during the term of this Agreement, Comprehensive General Bodily Injury and Property Damage Liability Insurance, with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of the Contractor under the agreement. District shall be named as additional insured.
Complete "building" maintenance responsibilities apply to the "FFA" housing facilities, Transportation Services Buildings, Food Services Office Building, Kitchens, and all other buildings owned by the District.
- Light bulbs, including those for competitive athletics, and special stage lighting.
- Internet for facilities at 1301 Ave H Levelland, TX 79336
- All Preventive maintenance materials and supplies.
All supplies and materials required for grounds maintenance. Fertilizer is required at 100 tons per year. Fire ant bait used on an as needed basis.
- All kitchen facility maintenance and repairs.
All preventative maintenance and service of District owned equipment, including but not limited to vehicles, grounds, and custodial equipment.
\$60,000 of starting supply inventory (in the event of a change in the current contractor).

☐ Acknowledged

(Required: Check if applicable)

17 Costs to be Paid by the District

- All equipment including vehicles.
 - Utilities Including contractor's facilities at 1301 Ave H Levelland, TX 79336.
 - Providing suitable office, supplies, and equipment storage space.
 - Trash removal from compactors and dumpsters.
 - Replacement and refurbishment of District's furniture, desks, cabinets, fixtures, drapes, blinds, chalkboards, trash cans, and other building effects.
 - Providing sanitary napkins, dispensers, and disposal receptacles.
 - Supplies, parts, purchased services, and equipment associated with "Projects" defined as "...any planned repair or replacement of a component of physical plant or buildings or grounds which adds to or takes from the original component of physical plant or buildings or grounds, and exceeds \$1,000.00." Alterations, modifications, and minor construction activities are included in this category.
 - Contractor's additional staffing cost for productive labor required for "make up" days.
 - Special projects such as major equipment or system restorations or overhauls, failures due to Acts of God, hostile or warlike action, high cost vandalism, explosions and flood or nuclear action.
 - Services and supplies normally obtained by the District on a contractual basis to perform major facility improvements, maintenance, repair, overhaul and replacement of large equipment when cost exceeds one thousand dollars (\$1,000.00), and garbage collection and disposal. Examples include overhaul of chillers/boilers, refurbishing of buildings, grounds and furniture, replacement of large pumps and electrical motors.
 - The entire cost of all planned and unplanned projects which are not related to daily upkeep such as: rusted out gas lines, collapsed sewer lines, worn out public address systems, alarms and clock systems. Any planned repair or replacement of a component of physical plant, buildings or grounds which adds to or takes from the original component of physical plant, buildings or grounds, regardless of the dollar amount. Alterations, modifications, and minor construction activities fall within this category. Projects of the above nature shall be billed to District, however; no labor is to be charged to District when contractor incurs no additional labor cost.
 - Termite, rodent and pest control in the kitchens and the Distribution Center/Food Services Building.
- District to provide the plant building and warehouse space at 1301 Ave H Levelland, TX 79336. The total squarefootage is 20,010 for office space, warehouse, and shop areas.

☐ Acknowledged

(Required: Check if applicable)
18 Projects

Explain costing procedures for planned and unplanned projects.

(Required: Maximum 4000 characters allowed)
19 Implementation Plan

Contractor shall detail their implementation plan and specific timelines to be followed.

(Required: Maximum 4000 characters allowed)

20 Audit

The successful contractor must agree to provide to the auditor, school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful contractor must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

☐ Acknowledged
(Required: Check if applicable)

21 Other relevant factors

This material MUST be tabbed, labeled, and in the same sequence as below. Additional information may be submitted as an appendix to the contractor's response. Only information specifically related to this proposed FULL-SERVICE contract will be considered. Responses must present the following information:

ORGANIZATION (Quality)**DESCRIPTION OF CONTRACTOR'S ORGANIZATION**

- Firm Name
- Address
- Telephone Number
- Fax Number
- Type of Organization

If your firm is a corporation, list officers and positions, include an organizational chart, and indicate in which state your firm is incorporated.

If your firm is a corporate subsidiary, list name and address of parent corporation.

If your firm or parent firm is publicly held, list private individual(s) or family(ies) who own(s) more than twenty percent (20%) of your firm. If your firm or parent firm is not publicly held, list the name of the general partner or sole proprietor.

Give a brief history of your firm.

Explain how your firm's unique business qualifications can benefit the District.

Describe those programs or philosophies that are unique to your firm.

PERSONNEL

The District expects the awarded contractor to give current staff first consideration when hiring employees. Explain how your company will ensure this will be accomplished.

Provide the name(s), job title(s) and location(s) of those persons within your firm who would have immediate authority over and responsibility for the local management staff.

The District strongly believes that continuity of key local management is critical to the provision of consistent and high-quality maintenance facility services. However, some key positions may have to be filled from "within" by a new contractor. Please provide resumes of individuals you will recommend to the key positions listed below should your firm be awarded the contract.

- General Manager
- Manager, Maintenance
- Manager, Custodial Services
- Manager, Grounds

After reviewing the organization structure (organization chart), what changes, if any, would you propose to make and why?

COST CONTROL

The District will require contractor to provide detailed monthly, quarterly, and annual cost of operations reports in the areas listed below. Please explain in detail what cost reports your firm proposes to submit and provide examples of these reports. If using other client's reports, client's name need not be submitted.

- Plant Operations and Maintenance (POM)
- Custodial
- Grounds
- Audio-Visual/Appliance Service

Explain in detail any mutual benefit cost savings/incentive programs your firm might offer the District. If similar programs have been put into effect with other clients, please indicate such.

PROPOSED CONCEPT AND STRUCTURE

Explain in detail contractor's management concept related to:

- Productivity and efficiency. Who is involved, by whom and how is it determined, how is it measured, what action is taken, and by whom to correct deficiencies? What programs are used to evaluate the appropriateness and fairness of the programs once they are in effect?
- Knowledge and involvement the local management and supervisory staff will have regarding salary administration, training and development for implementing and administering company policies as it relates to employee/labor relations.
- Labor relations in dealing with the collective bargaining organization and workforce.
- What efforts and programs would be undertaken to determine the hourly employee workforce morale?
- How is the level of employee morale measured?
- What types of programs and projects might contractor implement based on the findings?
- Explain previous history of success/failure with implementing your firm's managerial concept. Provide examples of problems found when your firm took over the operations for client (client need not be identified), how the problems were identified and measured, what corrective actions were taken, how the results were measured, etc.

ACCOUNT OPERATIONS (Reputation)

Indicate whether your firm is currently engaged in providing management services or full-service contracts for facilities maintenance, custodial and/or grounds upkeep with a school district, non-public school, college, university, military base or other government entity in the State of Texas. If yes, how many? Please list all or twenty-five (25) largest accounts including all Texas accounts as follows:

- Name of organization
- Address of organization
- Name, job title, telephone number and email address of contact person
- Number of years as a client
- Brief description of size of project
- If employees are covered by a collective bargaining agreement, provide name of labor organization.
- List all Texas accounts/projects where your services have been discontinued or terminated for any reason in the past five (5) years and the reasons why.
- Client's name
- Contact name
- Telephone number
- Email Address

BUSINESS PRACTICES (District Needs)**GOVERNMENTAL REGULATIONS**

Explain how your firm will meet or exceed the requirements under Specifications, Governmental Regulations.

TRAINING

Explain how your firm will meet or exceed the requirements under Specifications, Training.

IMPLEMENTATION

Explain your time frame for full implementation, including training, safety programs, criminal history process and organizational structure.

Describe how you would deal with current employees and how their salaries will be calculated. Include sample pay scales.

CONTRACT SERVICE LIMITATIONS UNDER THE BASE COST AGREEMENT

Explain any limits of the following:

- Repair of appliances (microwaves, stoves, refrigerators, ice machines, etc.)
- Repair of asphalt paving areas for parking, driving and physical education playground surfaces (pot holes, weather cracks, striping, curb painting).
- Repair of ceilings, walls and floors (including wooden gym floors) should damage occur as a result of: Broken pipes, electrical shortages, etc.;
- Stopped-up gutters, roof drains or any other drainage systems causing damage to the building or contents. NOTE: Water damage caused by rain, regardless of the amount shall not be exempt as an Act of God;
- Vandalism.
- Painting program.
- Roofing program.
- Fertilizing, de-weeding and applying insecticides.
- Ceiling tile replacement.
- Replacement of light diffusers.
- Repair of venetian blinds.
- Cost of installation of door lock cores.
- Replacement of lost, worn or broken keys or to the making of additional keys.
- Repair or replacement of doors, including door frames, hardware, panic bars, door closers, etc.
- Furniture assembly requests from building principals.

EMPLOYEE BENEFITS PROGRAM

The District expects that all vendors submitting a proposal will offer each group of employees a benefit package equal to or exceeding the existing benefit program available to the employees. For each group of employees submit a detailed explanation of the benefit coverage (employee and dependents), amount of coverage and cost to employee for the following:

- Life Insurance
- Accidental Death & Dismemberment Insurance
- Long Term Disability
- Sick Leave
- Salary Continuation
- Vacation Plan
- Holiday Plan
- Group Health & Medical Insurance
- Personal Car Mileage Reimbursement Plan
- Pension Plan
- Profit Sharing Plan
- Employee Uniform Plan
- Attendance Bonus Program
- Safety Award/Bonus Program
- Suggestion Award Program
- Company Picnic
- Other benefit/employee relations programs

PROCUREMENT PROGRAM

Explain your firm's procurement program for the following:

- Custodial supplies and equipment. Indicate brand names commonly used.
- Grounds maintenance supplies.
- Maintenance supplies and parts.
- Indicate the extent to which Contractor would be willing to utilize local vendors for the purchase of supplies.

PROGRAM SUPPORT

Explain quality control programs, support programs and personnel Contractor's regional and/or corporate office will offer to the District and/or the local facilities management team in the following areas:

- Boiler maintenance and repair.
- Chiller maintenance and repair.
- Roofing inspection, maintenance and repair, including gutters, down spouts and roof drains.
- Preventive maintenance verification.
- Grounds care, including all turf, trees, shrubs, control of weeds, insects, etc.
- Explain Contractor's position on the loss of trees and shrubs due to an Act of God such as ice, lightning and wind damage; or death due to loss of bark for whatever reason.
- Furniture upkeep and repair.
- Overall maintenance of ceiling, floor, and wall tile.
- Carpet care, general floor upkeep and maintenance.
- Care and cleanliness of custodial storage areas.
- Maintenance Management/Work Order System

SYSTEMS

Describe the computerized management system for personnel management, production scheduling, financial managements, quality control, project and work order management. Include demonstration reports.

☐ Acknowledged
(Required: Check if applicable)

22 Contractor Qualifications

Each Contractor shall submit for consideration such record of work and further evidence as may be required by the District regarding experience, financial standing and assurance that they have, or will promptly provide suitable expertise, personnel, supplies and adequate inventories to satisfactorily complete the work specified. The qualification data shall include, but not be limited to, the following:

The Contractor must be licensed to do business in the State of Texas.

The Contractor must be presently operating a successful "management service" or "full service" maintenance program, which includes the employment by contract of a minimum staff of 60 full time employees, at one location in the United States of America with a total budget of three million dollars (\$3,000,000) or more, excluding utilities cost.

☐ Acknowledged
(Required: Check if applicable)

23 Performance Bond

The District may require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary in the amount of the estimated annual amount of the contract. The performance bond must be issued by an approved surety duly licensed and authorized to transact business in the state of Texas, in a form and content acceptable to the District. The cost of such bond shall be stated separately on the proposal form and **shall not** be included in contractor's calculations in arriving at service price. If the District elects to require the contractor to provide a performance bond, it shall be separately invoiced to the District and paid by the District.

☐ Acknowledged
(Required: Check if applicable)

24 Proposal Attachments

Each proposal must contain a completed Fixed Cost Proposal Submittal, evidence of insurance or insurability, a worker's compensation certificate, proposed contract document, and three years of financial statements.

☐ Acknowledged
(Required: Check if applicable)

25 Proposal Submission

Contractor shall upload digital copies of their proposal in link to be provided.

Contractor shall also provide one (1) original and one (1) hard copies of their proposal for evaluation purposes, to be received prior to the proposal deadline of April 18, 2022. Hard copies shall be delivered to Levelland Independent School District, 704 11th Street, Levelland, TX 79336. Packaging shall reference RFP 2022-008 Full Service Facility Maintenance Services on the outside and clearly visible.

☐ Acknowledged
(Required: Check if applicable)

26 Evaluation Criteria

The contract will be awarded to the respondent(s) whose submittal is most advantageous to the District, considering the relative importance of price and the other evaluation criteria included in the solicitation. Award will not necessarily be made to the respondent submitting the lowest priced offer. Solicitations will be evaluated/awarded using the best value method as defined in Texas Education Code 44.031. In determining best value the District shall consider the following factors:

- 35** Points - Purchase Price
- 10** Points - Reputation
- 10** Points - Quality
- 20** Points - Meets District's Needs
- 10** Points - Past Performance
- 10** Points - Long-Term Cost
- 0** Points - Parent Company/Majority Owner in TX
- 05** Points - Other Relevant Factors

27 Non-Collusion Statement

By submitting a response, the supplier certifies and represents to the District that:

a) This response has been arrived at independently and prepared without consultation, communication, or agreement with any other supplier, and that the contents of this response have not been communicated by the supplier, or supplier agent, to any other supplier engaged in this type of business prior to the submission deadline for the purpose of restricting competition.

b) This response is not the result of, or affected by an unlawful act of, collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.

☐ I Agree

(Required: Check if applicable)

28 Criminal Background Certification

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving a school district. By submitting a solicitation response, the respondent certifies and represents to the District assurance that the requirements, if applicable, for SB 9 will be strictly followed.

☐ I Agree

(Required: Check if applicable)

29 Felony Conviction Certification

State of Texas Education Code, Section 44.034, 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

By submitting a response, the respondent certifies and represents to the District that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of respondent's knowledge.

☐ N/A - Publicly Held Corporation ☐ No - Owner/operator has not been convicted

☐ Yes - Owner/operator has been convicted

(Required: Check only one)

30 Foreign Terrorist Organizations / Boycott Israel

By submitting a solicitation response, the respondent certifies and verifies that supplier is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide goods/services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State.

The respondent further certifies and verifies that neither the supplier nor any affiliate, subsidiary, or parent company of the supplier boycotts Israel, and supplier agrees that they and any affiliated companies will not boycott Israel during the term of any awarded contract.

☐ I Agree

(Required: Check if applicable)

31 Interlocal Cooperation with Other School Districts

As governed by the Texas Education Code, and unless otherwise indicated in this solicitation, any resulting contract of this solicitation shall be made available to any State of Texas governmental jurisdiction wishing to adopt the terms and conditions set forth within the contract with the exception of any requirements directly related to the District and its own operations.

In support of this collaborative effort, all awards made by Levelland Independent School District may be adopted by other active member districts. By adopting a contract from another member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

The adopting district shall be responsible for the management of the new contract and all payments to the contracted supplier. The originating district shall have no responsibilities under the new contract agreement. If a member district chooses to utilize this solicitation and subsequent contract, contracts will be awarded individually by those districts.

☐ I Understand

(Required: Check if applicable)

32 Conflict of Interest

The District is required to comply with Texas Local Government Code Chapter 176, and Disclosure of Certain Relationships with a local government entity. Any company seeking to do business with the District must fill out a Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- a) Has an employment or other business relationship with the local government officer of that local governmental entity, or a family member of the officer, resulting in the officer or family member receiving taxable income, and/or
- b) Has given one of the District's local government officer or family member one or more gifts (excluding food as a guest) that has an aggregate value of more than \$100 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

(Conflict of Interest Questionnaire is available by following this link - [Texas Ethics Commission CIQ](#))

☐ No - No Conflict of Interest Exists ☐ Yes - Yes, the CIQ Form is attached

(Required: Check only one)

33 Deviations

Any deviations or exceptions from this solicitation, in its entirety, must be disclosed by the respondent and included in the response submittal. The District, at its discretion, reserves the right to accept, reject, or negotiate any deviations or exceptions submitted to ensure the best value to the District. If none, respond with **"No Deviations"**

(Required: Maximum 4000 characters allowed)

34 Additional Agreements

Any additional agreements, contracts, and warranties to be reviewed by the District must be included with the solicitation response.

The contract documents are intended by the supplier and the District to reach a final, complete, and exclusive statement of the terms of the agreement. No prior arrangements, oral agreements, or other factors shall be relevant to supplement or explain any terms, conditions, or specifications.

Additional agreements, contracts, sub contracts and warranties should be attached in a Response Attachments section of the solicitation.

35 Reference #1

The respondent is to submit references that have contracted with their company to provide like goods or services. It is preferred that the respondent provide references of school districts or other government organizations comparable to the District in size, structure, and needs. Use the space to provide the Organization's Name, Organization's Address, Organization's Phone Number, Organization's Contact Name, and Organization's Contact Email.

(Required: Maximum 4000 characters allowed)

36 Reference #2

The respondent is to submit references that have contracted with their company to provide like goods or services. It is preferred that the respondent provide references of school districts or other government organizations comparable to the District in size, structure, and needs. Use the space to provide the Organization's Name, Organization's Address, Organization's Phone Number, Organization's Contact Name, and Organization's Contact Email.

(Required: Maximum 4000 characters allowed)

37 Reference #3

The respondent is to submit references that have contracted with their company to provide like goods or services. It is preferred that the respondent provide references of school districts or other government organizations comparable to the District in size, structure, and needs. Use the space to provide the Organization's Name, Organization's Address, Organization's Phone Number, Organization's Contact Name, and Organization's Contact Email.

(Required: Maximum 4000 characters allowed)

38 Authorized Representative Signature

By submitting a solicitation response, the respondent certifies and represents to the District that an authorized representative given authority to bind the supplier under contract has submitted this response. Provide the **Name, Title, Address, Phone, and Email** of the authorized representative.

(Required: Maximum 4000 characters allowed)

39 Submission Certification

In compliance with this solicitation, the respondent having carefully examined the complete solicitation packet and being familiar with the terms, conditions, and specifications to be met, hereby submits a response for furnishing deliverables in accordance with the requirements set forth in the solicitation packet.

Respondent is a reputable supplier regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms, and conditions of this solicitation.

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this solicitation. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this solicitation.

All statements, information, and representations prepared and submitted in response to this solicitation are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this solicitation.

☐ I Agree

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature