



Harris County Emergency Services District No. 11

REQUEST FOR PROPOSALS

JANITORIAL SERVICES

Harris County Emergency Services District No. 11
d/b/a Harris County ESD11 Mobile Healthcare
18334 Stuebner Airline Road
Spring, Texas 77379

Issued: September 11, 2023

SECTION A – CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Harris County Emergency Services District No. 11 (“DISTRICT”) to establish a contract for Housekeeping & Janitorial Services.

2. RIGHTS OF THE DISTRICT IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the DISTRICT under Texas law, the DISTRICT specifically reserves the following:

- a. DISTRICT reserves the right to select the vendor that it believes will serve the best interest of the DISTRICT.
- b. DISTRICT reserves the right to reject any or all proposals subject to the requirements of Texas Health & Safety Code, subsection 775.084(f).
- c. DISTRICT reserves the right to cancel the entire request.
- d. DISTRICT reserves the right to remedy or waive technical or immaterial errors in the proposals received.
- e. DISTRICT reserves the right to request any necessary clarifications or revisions data without changing the terms of the request.

3. CONFLICT OF INTEREST

- a. The vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The vendor further represents that no person having any such interest shall be employed during the agreement term and any extensions.
- b. The vendor shall include with it’s proposal a completed Form CIQ which may be found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> with regard to any potential conflict of interest with a DISTRICT Commissioner.
- c. It is essential for government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

DISTRICT Attorney	Regina D. Adams, Radcliffe Adams Barner PLLC
Phone	713.237.1221
Fax	713.237.1313

4. LATE PROPOSAL OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

5. COLLUSION

The vendor, by affixing his signature to this proposal, agrees to the following: "Vendor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

6. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES

Vendor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Vendor represents and certifies that Vendor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Vendor agrees that any agreement awarded to vendor will be subject to termination by the DISTRICT if vendor fails to comply or to maintain such compliance.

7. DISTRICT INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the DISTRICT, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the DISTRICT, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Vendor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the DISTRICT.

8. LOBBYING

Lobbying will be prohibited on all DISTRICT competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/Vendor/protestor from contacting the purchasing department or the DISTRICT attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, DISTRICT government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/vendor, any member of the bidder's/vendor's staff, any agent or representative of the bidder/vendor, or any person employed by any legal entity affiliated with or representing a bidder/vendor/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this

section by or on behalf of a bidder/vendor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, DISTRICT government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Chief Operating Executive.

9. INDEPENDENT CONTRACTOR STATUS

Vendor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of DISTRICT.

10. REQUIRED AGREEMENT ADDENDUMS

The vendor is made aware in these general requirements that the following addendums will be required for any resulting agreement.

- a. Prohibition of Boycotting Israel
- b. Terrorism Verification
- c. Other Statutory Verifications that may be required due to the value of the agreement
- d. Form 1295

12. PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the DISTRICT to evaluate the vendor's qualifications, which are further described in Section D:

- a. Vendor Information
- b. Experience & Qualifications: A statement describing the vendor's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work.
- c. Proposed Plan: A separate written narrative describing the methods and/or manner in which the Vendor proposes to satisfy the requirements of the Scope of Work set out in Section E, including each task, deliverable, and/or goods or products comprising the services Vendor will provide.
- d. Vendor Service Fee Schedule: The proposed compensation to be paid by the DISTRICT for the services identified in the Vendor's Scope of Work. Vendor must complete the attached price schedule located in Section D.
- e. Any exceptions to any section of this RFP.

13. PRICING AND PERIOD OF AGREEMENT

Unit prices bid of listed services shall be for the duration of the agreement. The duration of the agreement shall be for a period of three (3) year(s) from the date of contract award and any extension thereof.

The agreement may be extended by DISTRICT and successful bidder, for additional (1) one year extensions beyond the initial term, unless otherwise terminated. The extension shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the DISTRICT.

14. TIMELINE

The following is a listing of actions and anticipated dates; the DISTRICT reserves the right to change the dates, if necessary.

<u>Date</u>	
Release of RFP	<u>Sept. 11, 2023</u>
Deadline for Questions/Clarifications	<u>Sept. 18, 2023</u>
Proposals due by 3:00 p.m.	<u>Sept. 21, 2023</u>
Public bid opening to follow immediately.	
Evaluation of the Proposals	<u>Sept. 25, 2023</u>
Recommendation to Board of Commissioners	<u>Sept. 26, 2023</u>

15. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Vendor’s source files (to minimize file size and maximize quality and accessibility) rather than scanning on a USB Drive. Submissions should be mailed to:

Harris County ESD 11 Mobile Healthcare
 Janitorial Services - RFP
 18334 Stuebner Airline Rd.
 Spring, Texas 77379
 ATTN: Michael Beardsley

Questions regarding this RFP or the submission process should be directed to Michael Beardsley, Facilities Specialist at michael.beardsley@esd11.com. Vendors wishing to view the site(s) prior to submitting a proposal must contact Mr. Beardsley via email to schedule a time prior to their arrival on site.

16. EVALUATION CRITERIA

All submissions must be submitted by the due date and time and include all required sections outlined in this RFP to be evaluated. Vendors mailing their submissions should allow sufficient time for mail delivery to ensure timely arrival. Submissions will be evaluated based on all information provided. Information provided must include vendor qualifications, references, proposed plan and pricing as outlined in Section D below.

SECTION B – INSURANCE REQUIREMENTS

INSURANCE:

The vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Texas.

A. Submittals should include the vendor’s current Certificate(s) of Insurance. If vendor does not currently meet insurance requirements, vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of vendor for award, the selected vendor shall email a certificate of insurance that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

The Certificate holder section shall indicate:

Harris County Emergency Services District 11
18334 Stuebner Airline Road
Spring, TX 77379

The DISTRICT shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

B. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the DISTRICT.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against the DISTRICT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of vendor.
- 3) The terms "Harris County Emergency Services District No. 11" or "DISTRICT" shall include all Commissions, Divisions, and Departments of DISTRICT and individual commissioners, officers, and employees thereof in their official capacities, and/or while acting on behalf of the DISTRICT.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance, are as follows:

- 1) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 2) **Workers Compensation and Employer Liability:** Statutory limits
- 3) **Property Insurance:** Vendor will be responsible for all damage to its own property, equipment, automobiles and/or materials.

SECTION C – SCOPE OF WORK

1. Minimum Standards

- a. Demonstrate a minimum of 5 years' experience of janitorial services in similar office settings.
- b. Janitorial services shall be performed outside of regular business hours (8:00am – 5:00pm Mon-Fri). Vendor must not interfere with any scheduled meeting(s).
- c. The following holidays are excluded: New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, and Christmas Eve Day, and Christmas Day.
- d. Vendor shall provide a crew supervisor capable of fluently speaking, reading, and writing English.
- e. For security purposes, the service provider shall be required to submit a list including the names and addresses of the personnel who will be regularly assigned. In addition, all janitorial staff assigned must be insured. All janitorial staff shall wear a work uniform that clearly displays the company name.
- f. Vendor shall provide a certificate of insurance as described in Section B.
- g. Vendor warrants, covenants and otherwise agrees that the personnel it sends shall be responsible individuals free of felony convictions and shall have passed a background check indicating same. Vendor personnel shall also be drug and alcohol free and shall have passed all necessary screenings regarding same.
- h. Vendor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. Vendor's personnel shall not collect information from any papers on/in desk, cabinets, filed or bookcases. Any information that vendor views incidental to their services shall be kept confidential. Vendor will be required to sign a confidentiality agreement with DISTRICT for any information obtained or viewed incidental to their services.
- i. Telephones and computers shall not be used by vendor's personnel for personal use.
- j. Under no circumstances shall vendor's personnel be allowed to bring visitors, children, or other relatives building(s).
- k. Vendor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the DISTRICT's facilities caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control, as determined by DISTRICT.
- l. Vendor shall provide their own cleaning supplies and equipment.

2a. Description of Areas to be Cleaned on a Regular Basis:

1. **Administrative Office** (square footage: 37,860) including lobby, office areas, restrooms, stairwells, classrooms and other rooms.

- 2. Deployment Building Office & Station Areas** (approximate square footage: 2,000) including bathrooms, crew dayroom and kitchen, and office areas.
- 3. Fleet Maintenance Office Area** (approximate square footage: 1,000) including office areas, bathroom and crew break room.

The following items apply to the three areas in item 2a above:

- a. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
- b. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth
- c. Vacuum carpeting and runners (as needed)
- d. Damp mop all tile floors
- e. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
- f. Wipe clean and polish all splash areas
- g. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
- h. Fill paper towel dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
- i. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
- j. Clean and sanitize drinking fountains and door handles
- k. Clean and remove fingerprints from door glass and interior office windows, and from all glass-topped furniture
- l. Remove trash / recycling to appropriate outside dumpster
- m. In fitness center, wipe down equipment and sweep or mop floors.
- n. Inspect area; secure doors and lights (doors found locked shall be re-locked)

2b. Description of Bi-Annual Deep Clean of Stations 402, 403 & 404

Station 402, 18826 N. Eldridge Parkway, Tomball, TX 77377 – approximately 2400 sq ft

Station 403, 22306 Springwoods Village Pkwy, Spring, TX 77379 – approximately 2000sq ft

Station 404, 12730 Champions Forest Dr., Houston, TX 77066 – approximately 2000sq ft

- a. Vacuum and Shampoo Carpeted Areas
- b. Dust interior
- c. Sweep and Mop Hard Floor Surfaces
- d. Clean out refrigerators
- e. Clean Oven and Microwave
- f. Clean interior and exterior of windows
- g. Deep Clean of Bathrooms (including toilets and showers)

3. Proposed Schedule of Work:

1. Administrative Office – 3x per week
2. Deployment Building Office & Station Areas – 3x per week
3. Fleet Maintenance Office Area – 2x per week
4. Bi-Annual Deep Clean of Stations 402, 403 & 404 – March & September
5. On-call or 24/7 capabilities for urgent cleanups (i.e. interior flood, drain backup, large events, etc.)

SECTION D – SUBMISSION INFORMATION

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

VENDOR INFORMATION:

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____ TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____ WEBSITE ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: ____ FULL TIME ____ PART TIME

NO. OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a DISTRICT representative via email or phone to obtain answers to questions, as applicable, before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the DISTRICT. Vendor must furnish a reference list of at least four (4) customers for whom they have performed similar services.

1	2
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY WEBSITE:	COMPANY WEBSITE:

3	4
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY WEBSITE:	COMPANY WEBSITE:

EXPERIENCE & QUALIFICATIONS:

Describe vendor’s experience relevant to the Scope of Work presented in this RFP including projects of similar size and scope. Describe vendor’s experience with public entity clients. If vendor has provided services for DISTRICT in the past, identify the name of the project or services which vendor has provided. Vendor may also identify any other additional experiences or special qualifications vendor believes is applicable to the evaluation of its Submission.

PROPOSED PLAN:

Vendor shall submit their proposed work plan presenting how the services described in “Section C – Scope of Work” of this RFP will be executed should vendor be awarded this contract.

For on-call capabilities please include response time window, number of employees available and approximate hourly or other appropriate pricing schedules.

VENDOR SERVICE FEE SCHEDULE:

Monthly Pricing for Component Activities:

Administration Building \$ _____

Deployment / Logistics \$ _____

Fleet Maintenance \$ _____

Annual Pricing for Outstations:

Annual Price for 402, 403 & 404 \$ _____
(Price to include March & September cleanings)

On-Call Availability for large/non-routine cleanups:

Response Time to Facility: _____

Number of Employees available: _____

Pricing Schedule: _____ (may attach additional pages as necessary)