



REQUEST FOR PROPOSAL (RFP)

**FACILITY SERVICES
PROPOSAL NO. 16-14**

**RETURN PROPOSAL
IN DUPLICATE**

TO:

College of the Mainland
Attn: Purchasing Department
1200 Amburn Road
Texas City, TX 77591

**RETURN NO LATER THAN 2:00 P.M.
OCTOBER 1, 2015**

For additional information, contact Sonja Blinka at sblinka@com.edu 409-933-1211 ext. 474.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provisions of this Proposal. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

A handwritten signature in black ink that reads "Sonja Blinka".

Sonja Blinka, Director of Purchasing

Date: _____

APPROVED
By sblinka at 10:26 am, Sep 09, 2015

NOTICE TO RESPONDENTS

College of the Mainland is accepting sealed proposals for:

RFP 16-14 FACILITY SERVICES

DUE: 2:00 p.m. THURSDAY, OCTOBER 1, 2015

This is a Request for Proposal (RFP) only and not an offer to purchase. To be considered a responsive offer, mail the Original Signed proposal, proposal sheets and any other requested information in a sealed envelope on the forms provided to:

College of the Mainland
Attn: Sonja Blinka, Director of Purchasing
1200 Amburn Road
Texas City, Texas 77591

Proposal envelopes must be clearly marked with the following:

- (1) RFP 16-14 FACILITY SERVICES
- (2) Proposal Due Date and Time & your Company Name and Return Address.

Proposals received after this time will be returned unopened. In case of mailed proposals or correspondence concerning proposals, the College will not be held responsible for missing, lost, or late mail.

RFP Opening Time/Location: Sealed proposals will be publicly opened and read in accordance with the Texas Education Law 44.031 as follows:

2:00 p.m. Thursday, October 1, 2015
College of the Mainland
Purchasing Office
1200 Amburn Road
Texas City, Texas 77591

ONLY THE NAMES OF THE RESPONDENTS WILL BE ANNOUNCED

The responses will remain under evaluation and will not be available for public review until after approval of award by the Board of Trustees.

The Board of Trustees reserves the right to reject any and all Proposals and waive any and all formalities and conditions. College of the Mainland shall accept the Proposal determined by the College to be in its best interest. It is not the intent of any condition or specification in the proposal to prohibit any responsible contractor from submitting a Proposal.

ADMINISTRATIVE AND GENERAL INFORMATION

I. PURPOSE

The purpose of the Request for Proposal (RFP) is to obtain competitive responses from qualified respondents who are interested in providing Facility Services for Custodial, Grounds and Maintenance of College of the Mainland (COM) facilities as described herein. The scope of work for this contract is to provide Facility Services by a qualified Respondent. COM is requesting proposals from firms with an established history of providing high quality and cost effective methods to provide janitorial, building maintenance and ground services to COM for its facilities in Galveston County, Texas, including the four outlying COM Facilities. COM has +/- 500,000 gross square feet of facilities.

COM is issuing this request for proposals (RFP) to determine if enhanced services and financial benefits are available. By submitting responses, each RESPONDENT certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the RESPONDENT.

II. SCHEDULE

The SCHEDULE is a tentative schedule to serve as an anticipated timeline only. While COM will work to

Dates and times are subject to change.

Event	Date	Time
1 st Advertisement	9/9/15	8:00 a.m.
2 nd Advertisement	9/16/15	8:00 a.m.
Pre-Proposal Meeting & Site Visit	9/18/15	10:00 a.m. – 12:00 p.m.
Proposal Questions Due	9/21/15	5:00 p.m.
Response to Questions & Formal Addendum	9/23/15	5:00 p.m.
Proposal Due Date and Bid Opening	10/1/15	2:00 p.m.
Committee Proposal Reviews	10/2/15 – 10/5/15	8:00 a.m. – 5:00 p.m.
Committee Meeting for Finalist Selection	10/6/15	TBA
Schedule Finalist Interviews	10/7/15	8:00 a.m. – 5:00 p.m.
Presentations & Interviews of Finalist	10/8/15	8:00 a.m. – 5:00 p.m.
Board Agenda Item Due	10/9/15	10/9/15
Board Meeting for Approval to Proceed	10/26/15	TBA

III. PROPOSAL INSTRUCTIONS

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of COM.
- C. COM will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense.
- D. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by COM, at its option.
- E. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of COM's needs.
- F. COM makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in COM's best interest. Representations made within the proposal will be binding on responding firms. COM will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- G. Firms wishing to submit a "No-Response" are requested to return and complete the last page "No Bid" document.
- H. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

IV. PREPARATION AND SUBMITTAL INSTRUCTIONS

- A. Responses to this RFP should consist of answers to required questions in the “Business Questionnaire” section. Please repeat the question in your response and reference the question number corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- B. Page Size, Binders and Dividers
- Proposals must be typed on letter-size (8-1/2” x 11”) paper. COM requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference.
- C. Table of Contents
- Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- D. Pagination
- All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- E. Number of Copies
- Submit one (1) Original and two (2) Copies for a total of three (3) complete copies of the entire response. **An original signature must appear on the original version.**
- F. Submission
1. Three (3) identical copies of the proposal (1 Original & 2 Copies) including any supplemental printed material referenced with the RFP, must be submitted and received in the COM Purchasing Department on or before the time and date specified, per the Notice to Respondents.

Attn: Purchasing Department – Director of Purchasing
College of the Mainland
1200 Amburn Road
Texas City, Texas 77591

NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFP number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
3. Late proposals properly identified will be returned to Respondent unopened. **Late proposals will not be considered under any circumstances.**
4. Telephone proposals are not acceptable when in response to the Request for Qualifications.
5. Facsimile (“FAX”) or E-Mailed proposals are not acceptable as an official response to this Request for Qualifications, however may be requested after the proposal due date.

G. Withdrawal or Modification

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by COM which shall be based on Respondent’s submittal, in writing, of a reason acceptable to COM.

H. Validity Period

Proposals are to be valid for COM's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.

GENERAL TERMS & CONDITIONS

These Terms & Conditions shall be made a part of and govern any Purchase Order and/or Contract resulting from this Request for Proposal **Any exceptions taken to these terms and conditions must be clearly stated, in writing, and attached as a part of the proposal.**

- (1) **OFFEROR CONDUCT:** Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any Board of Trustees member, officer or employee, other than the College Director of Purchasing and the designated buyer (s) or representatives stated within these terms and conditions. No gratuities of any kind will be accepted, including meals, gifts or trips. The College by written notice to the Vendor, may cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the College with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending the making or any determinations with respect to the performing of such a contract. In the event the College cancels this contract pursuant to this provision, the College shall be entitled to all applicable rights and remedies as stipulated by Governing Law.
- (2) **DELIVERY OF THE BID:** Fax transmittal will not be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier before the stated time. All bids received after the stated time will not be opened, read, or recorded, and will be returned unopened.
- (3) **SUBMISSION OF BID:** Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by COM during the assigning of points.
- (4) **TEXAS PUBLIC INFORMATION ACT:** Respondent must clearly mark "Confidential" on any portion of your response which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Respondents in response to this solicitation may, after a contract is awarded, be subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552). Respondents are hereby notified that COM strictly adheres to all Statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

- (5) **CONTRACT PERIOD:** Contracts will be valid for a period of 8 Months for the initial start-up with three (3) annual options for renewal should both parties agree. Pricing will remain FIRM for the duration of the contract. Any rate increase during this period requires a 30 day advance written notice supported with proof of labor rate increases. Labor escalation costs will be considered as they occur. Non-performance or fail or to maintain a satisfactory service level may result in non-renewal.

Initial Term	January 4, 2016	-	August 31, 2016
Option 1	September 1, 2016	-	August 31, 2017
Option 2	September 1, 2017	-	August 31, 2018
Option 3	September 1, 2018	-	August 31, 2019

- (6) **INTERPRETATIONS OF THE SPECIFICATIONS:** Only the interpretation or correction so given by the Director of Purchasing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or explain or interpret, the bidding document.
- (7) **CERTIFICATIONS:** Vendor acknowledges the following certifications by submission of this proposal: Non-collusion Certification, Resident/Non-resident Certification, Felony Conviction Notification, and Tax Payer Identification. The participant also acknowledges, by submission of this proposal, that neither it nor its principals is presently Debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (8) **COMMITMENT:** Respondent understands and agrees that this Contract is issued predicated on anticipated requirements for a professional services firm to act on behalf of COM as stated in the Scope of Work, and that COM has made no representation, guarantee or commitment with respect to any specific quantity of such services to be furnished under this Contract. Further Contractor recognizes and understands that any cost borne by the Contractor which arises from Contractor's performance hereunder shall be at the sole risk and responsibility of Contractor.
- (9) **AMENDMENTS:** If and when any part of this package must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the purchasing department will issue an amendment addressing the nature of the change. These amendments will be numbered in sequence.

It is the sole responsibility of the proposer to verify issuance/non-issuance of amendments to ensure receipt of any amendments issued.

In the event a proposer has a question with regard to this solicitation or process after initial release but before the receipt deadline, the proposer MUST submit the question in writing to the Purchasing Department.

Any explanation desired by a firm regarding the meaning or interpretation of the RFP documents must be requested in writing a minimum of seven (7) calendar days before the date set to receive the responses and **MUST** include the company name, name of representative, and email address to which responses should be sent. Any response will be in the form of an amendment of the solicitation or an information letter. The question and College's response will be shared with all known proposers participating in this request. Verbal requests for information will not be honored.

- (10) **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES** – In the best interest of the College, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the College reserves the right to purchase these items through an inter-local agreement or on the open market.
- (11) **NON-EXCLUSIVE AWARD:** Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The College reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the College, are necessary and in the best interest of the College. If the low proposal exceeds the College's budget allocation, the College may elect, upon determination that the budget can be achieved through value engineering, to negotiate value engineering possibilities with the low contractor and award the contract upon agreement of items necessary to meet the budget.
- (12) **SELECTION OF PARTIES FOR NEGOTIATIONS:** A selection for the services specified herein will be made following evaluation of RFP. Responses will be opened publicly to identify the names of the Respondents ONLY, but will be afforded security sufficient to preclude disclosure of the contents of the proposal prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification, modification, or negotiation with any of the Respondents or, at COM's option, COM may discuss or negotiate all elements of the proposal with selected Respondents. For purposes of negotiation, respondents will be ranked from most acceptable to least acceptable based the evaluation criteria. COM reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, or to reject any and all proposals if deemed to be in the best interests of COM and to re-solicit for proposals.
- (13) **NEGOTIATIONS AND CONTRACT AWARD:** The College will negotiate the offer it determines most advantageous considering overall evaluation factors in the RFP. If made, the award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to COM, price and other factors considered. This solicitation does not constitute an offer to contract and no proposal submitted constitutes an acceptance of an offer. No oral statements or verbal acknowledgement of the award to a particular proposer shall create a contractual obligation on the part of the College. Any contract between the College and a successful proposer must be in writing and signed by an authorized person for both the College and the selected Proposer. COM reserves the right to award multiple contracts under this solicitation. Any portion of this RFP and all portions of the proposer's response may be incorporated into the final contractual agreement.

- (14) **EVALUATION CRITERIA:** The Board of Trustees reserves the right to award this contract on the basis of a Best Value analysis in accordance with the laws of the State of Texas and Texas Education Code (TEC) 44.031, to accept or reject any or all bids or parts thereof and to waive any formality or irregularity.

The successful contractor will be evaluated based on the following criteria and any other relevant factor specifically listed in the request for bids or proposals.

- Cost: 20%
- Historical Safety Record & Training: 20%
- Reputation of the vendor and of the vendor's goods or services: 20%
- Financial stability & general reliability: 20%
- The extent to which the goods or services meets the college needs: 20%

All contractors submitting a proposal must submit references that address the above criteria. Lowest price may not necessarily be the primary criteria of selection. However, will be consideration after the initial evaluation for qualifications is complete. COM reserves the right to accept or reject any and/or all proposals, to waive any and/or all formalities, and to award a Contract for all or any portions of the requirements proposed by reasons of this request, if deemed to be in the best interests of the College.

- (15) **INVOICES:** Invoices are to be submitted only for the goods that have been shipped or services that have been provided. Invoices will not be paid and will be returned to the Seller for correction If they: (a) do not reference this purchase order number; (b) are for a higher cost than shown on this order, (c) list goods or services other than those shown on this order; or (d) are damaged or incomplete. Invoices must show the quantity, description and unit cost of items. All invoices should be mailed in duplicate to:

College of the Mainland
Attn: Accounts Payable
1200 Amburn Road
Texas City, Texas 77591

- (16) **PAYMENT TERMS:** Within thirty (30) days from receipt of a property executed and undisputed invoice, or date of receipt of goods or services, whichever is most current, payment will be processed for goods or services provided hereunder. Any discounts will be calculated from the date of receipt of the invoice or receipt of the goods or services, whichever is most current. Payment for any goods or services does not constitute final acceptance.

- (17) **TAXES:** As an institution of higher education and a political subdivision of the State of Texas, in accordance with the State of Texas and Federal Tax Codes, Buyer hereby certifies it is exempt from the payment of property, sales, use, franchise, excise or other taxes. In the event it is determined that Buyer is legally liable for payment of taxes for which an exemption is claimed, Buyer will remit such taxes to the applicable taxing authority.

- (18) **APPROPRIATED FUNDS:** This purchase order is a commitment by Buyer of funds in its current budget year. When applicable, Buyer will exercise its best efforts to obtain and appropriate funds for subsequent budget periods. In the event Buyer is unable to secure sufficient funds in subsequent budget periods to fulfill all of Buyer's obligations hereunder, this purchase order will automatically terminate at the end of the applicable budget period.
- (19) **CONFLICT OF INTEREST:** Chapter 176 of the Local Government Code requires vendors and consultants contracting or seeking to do business with COM to file a conflict of interest questionnaire (CIQ). (Attachment No. 7) The CIQ must be complete and filed with the RFP proposal response. Proposers that do not include the form with the response, and fail to timely provide it may be disqualified from consideration by COM.
- (20) **OTHER BENEFITS:** It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to this Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.
- (21) **NON-DISCLOSURE:** Contractor and COM acknowledge that they or their employees may, in the performance of this Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Contractor or COM, unless required by law. Each party shall also sign any non-disclosure agreements reasonably required by the other party and obtain such agreements from their representatives and/or employees as necessary.
- (22) **PUBLICITY:** Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of COM's employees or students or use COM's name in connection with any sales promotion or publicity event without the prior express written approval of COM.
- (23) **REPRESENTATION:** The party to which a contract is awarded ("Seller") is an independent contractor and under no circumstances will Seller be considered or construed to be an employee, agent or representative of Buyer. Seller agrees that it is an equal opportunity employer and will comply with all applicable federal, state and local laws and regulations regarding contracting and employment practices.
- (24) **NO THIRD PARTY RIGHTS:** The resulting contract, if any, shall be for the sole benefit of the COM and the contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the parties to the resulting contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

- (25) **ASSIGNMENT:** Neither this Contract, nor any rights, obligations of moneys due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by COM. Contractor shall not subcontract any portion of services encompassed by this Contract without COM's prior written approval. COM shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by Contractor shall be wholly void and ineffective for all purposes unless made in conformity with this Section.
- (26) **COMPLIANCE WITH LAW:** Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.
- (27) **GOVERNING LAW:** Galveston County, Texas, shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- (28) **WARRANTY:** In addition to the warranties provided by law, Seller expressly warrants that it has the right to sell the goods and/or services proposed: (a) will be in full conformity with the specifications, plans and samples approved by Buyer and will be new, of good quality, material and workmanship, merchantable, fit for the use and purpose for which they were intended and free from defects; (b) will be manufactured, sold, delivered and installed in compliance with the provisions of all applicable federal, state and local laws, ordinances rules and regulations; and (c) will not infringe on any valid patent, trade mark, trade name, or copyright. Any and all warranties made by the manufacturer or supplier of goods delivered by Seller are hereby assigned to Buyer and nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Buyer. Seller will bear the cost of inspecting, testing and/or replacement of rejected goods and/or services. Warranties granted herein shall survive inspection, testing, acceptance and payment and shall accrue to Buyer.
- (29) **DEFAULT:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of this Contract with COM, COM may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, COM shall have the right to cancel this Contract upon thirty (30) days written notice. Without limiting the foregoing, the following shall constitute a material breach by the

Contractor, upon the occurrence of which the Contractor shall immediately notify COM; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent. The cancellation of this Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to this Contract and such cancellation by COM shall not limit any other right or remedy available to COM at law or in equity.

- (30) **TERMINATION:** (a) For Convenience: This Contract may be terminated, without penalty, by COM without cause by giving ninety (90) days written notice of such termination to the Contractor. (b) In no event shall such termination by COM as provided for under this Section give rise to any liability on the part of COM including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. COM's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination (c) Performance by COM under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Trustees of The College of the Mainland (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then COM shall issue written notice to Contractor and COM may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of COM.
- (31) **FORCE MAJEURE:** Neither COM nor the Contractor shall be required to perform any term, condition, or covenant of this Contract so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of COM or Contractor, and which by the exercise of due diligence COM or the Contractor is unable, wholly or in part, to prevent or overcome.
- (32) **CONTROLLING DOCUMENTS:** A purchase order may be issued for the purpose of ordering goods and/or services under a separate agreement between Seller and Buyer. In such cases, the terms and conditions of such an agreement shall apply to the purchase order and shall control in the event of conflict.
- (33) **PERMITS AND LICENSES:** Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.
- (34) **SAFETY:** All contractors working on the College of the Mainland Campus must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Occupational Health and Safety Act (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the OSHA standards. It shall be the duty and responsibility of the Contractor and all of his subcontractors to thoroughly familiarize themselves with

all requirements of Public Law 91-596 enacted by Congress, December 29, 1970, cited as the "Occupational Safety and Health Act of 1970", and all amendments thereto, commonly referred to as OSHA, and it shall be the responsibility of the Contractor to fully enforce and comply with all of the provisions of the Act.

- (35) **SECURITY:** Contractor shall coordinate and cooperate at all times with the College's Police Department, but shall be solely responsible for their own internal security and theft control in the Service Area.
- (36) **OBSERVANCE OF COM RULES AND REGULATIONS:** Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, consideration for students and staff, and parking and security regulations.
- (37) **FREEDOM OF ACCESS AND USE OF FACILITIES:** Contractor's employees shall have reasonable and free access to use only those facilities of COM that are necessary to perform services under this Contract and shall have no right of access to any other facilities of COM.
- (38) **PRICE/PAYMENTS:** Bid prices may not be withdrawn for a period of 90 days from bid opening date. The owner may require the contractor and/or subcontractors to furnish satisfactory proof that they have met any and all obligations arising in connection with the project that may or could create a lien on this project. Prior to final payment, the contractor and/or subcontractors shall furnish the owner with a release of any and all liens arising out of this contract.
- (39) **CHANGES:** No changes shall be made in the work except upon written orders by College of the Mainland, and such amounts for the same shall be added to or deducted from the contract price and without invalidating the contract. Any deviation from the contract document, whether shown on the approved drawing or specifications, where applicable, will be at the sole risk of the contractor. No substitutions in materials specified will be permitted without prior authorization from the College. Items required, but not specified, may be selected and used by the contractor with approval of College of the Mainland.
- COM shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Proposer's cost and/or the time for performance, the Proposer shall so notify COM in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of COM. Notwithstanding the foregoing; any increase in cost or price under the contract of \$50,000 or more shall require approval by the COM Board of Trustees before taking effect.
- (40) **BOARD APPROVAL:** The Board, by majority vote, is the only representative of COM, having the authority to approve material changes in the Scope of Services, to authorize any change in this Contract that would result in an increase in the Fee of \$50,000.00 or more

in a twelve (12) month period, or to agree to an extension of the date of completion of Services beyond the next fiscal year.

- (41) **AUDIT OF RECORDS:** At any time during the term of this Contract and for a period of four (4) years thereafter COM or a duly authorized audit representative of COM at its expense and at reasonable times, reserves the Right to Audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by COM reveals any errors/overpayments by COM, Contractor shall refund COM the full amount of such overpayments within thirty (30) days of such audit findings, or COM, at its option, reserves the right to deduct such amounts owing COM from any payments due Contractor.
- (42) **ACCESS TO DOCUMENTS:** In accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- (43) **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to COM until COM actually receives, takes possession and accepts the goods at the point or points of delivery.
- (44) **ACCEPTANCE OF PRODUCTS AND SERVICES:** All products furnished and all services performed under this Contract shall be to the satisfaction of COM and in accordance with the specifications, terms, and conditions of this Contract. COM reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
- (45) **ENTIRE AGREEMENT:** This Contract, for all intents and purposes, is intended as the complete and exclusive statement of the agreement between COM and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of this Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.
- (46) **EXECUTION:** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Contract. It is also agreed that separate counterparts of this Contract may separately be executed by the parties all with the same force and effect as if the same counterpart had been executed by all parties.
- (47) **SEVERABILITY:** If one or more provisions of this Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect,

the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

(48) ALTERNATIVE DISPUTE RESOLUTION: To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time (“Chapter 2260”), is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by COM and Contractor to attempt to resolve any claim for breach of contract made by Contractor: Contractor’s claims for breach of this Contract that the parties cannot resolve pursuant to other provisions of this Contract or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to COM in accordance with the notice provisions in this Contract. Contractor’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Contract provision that COM allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. COM’s Vice President of College and Financial Services, or such other officer of COM as may be designated from time to time by COM by written notice thereof to Contractor in accordance with the notice provisions in this Contract, shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Contract by COM. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (in) neither the execution of this Contract by COM nor any other conduct, action, or inaction of any representative of COM relating to this Contract constitutes or is intended to constitute a waiver of COM’s or the state’s sovereign immunity to suit and (ii) COM has not waived its right to seek redress in the courts. The submission, processing, and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. COM and Contractor agree that any periods set forth in this Contract for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

(49) TECHNOLOGY ACCESS: In accordance with Section 2157.005, *Texas Government Code*, Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to COM that the technology provided to COM for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use

by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

(50) INDEMNIFICATIONS AND INSURANCE: Contractor agrees to indemnify and hold harmless College of the Mainland and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising out of Contractor's performance under this Agreement or as a consequence of the existence of this Agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this Agreement. On such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The Contractor shall maintain and pay for insurance set forth below prior to commencing work, and shall file with the College certificates or copies of policies for approval and as proof of coverage. Contractor will maintain in force at all times during the term of this Agreement, with an insurance carrier acceptable to the College, the following insurance:

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate (CG 70 49) Evidence of coverage must be shown on certificates of insurance.
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals, (e.g., all architects, and engineers)	
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000
Umbrella or Excess Liability insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	One time contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

Insurance Conditions

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) by companies acceptable to College and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. A 60 day notice of cancellation of any non-renewal, cancellation to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the College;
2. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the College.
3. A "Waiver of Subrogation" clause in favor of the College will be attached to the Workers Compensation, General Liability, and Automobile Liability, and Umbrella Liability and the Property insurance policies.

In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the College as Additional Insured

(b) Showing waivers of subrogation in favor of the College or their equivalents

All insurance must be maintained for three years following substantial completion with Certificates of Insurance provided.

Respondent shall be responsible for payment of all deductibles; the College shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The College reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by College based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

SPECIAL TERMS & CONDITIONS

- A.** FACILITY SERVICES must generally be available from 8:00 a.m. to 5:00 p.m. weekdays. Weekend or shift work may be incidental to several job categories. Successful vendor must respond to requests for temporary personnel within four (24) hours after notification from COM personnel.
- B.** Respondents must be responsible for providing: payment of wages, workers' compensation, unemployment compensation, payroll taxes and reporting, reference checks, insurance, time sheets, pre-screening, and testing.
- C.** Respondents must be able to perform a pre-employment background check to ensure that no individuals are sent to COM who has felony criminal convictions or misdemeanor convictions that may impact an educational workplace setting. Proof of documentation is to be provided to COM Human Resources department for final approval prior to personnel start date.
- D.** Respondents must be an equal employment opportunity employer.
- E.** Respondents must provide with their proposal:
 - A brief history of the firm.
 - A list of no less than three (3) local references. The list is to include address, phone number, e-mail, and contact person where similar services have been provided.
 -
- F.** A letter from insurance carrier dated and signed stating that the respondent can provide the type and level of insurance required. Liability insurance coverage must be at least \$1,000,000 per employee.
- G.** The prices of the proposal are to remain in effect for a period of ninety (90) days from the date of the proposal closing for evaluation purposes. Any fees must be guaranteed for a minimum of 90 days after the proposal due date.
- H.** Should a minimum wage increase come into effect during the term of this contract, COM will allow increases in the prices offered only in the amount of the minimum wage increase. Respondents are expected to be cognizant of proposed increases and prepare bids accordingly.
- I.** The Human Resources department will be the sole source of authorization for requesting temporary services.
- J.** Payment of the contract will be made upon rendering the service. Invoices must be submitted on a monthly basis for the services rendered the previous month and must include the following information:

- Employee's name
 - Position contracted
 - Hourly rate
 - Number of hours worked
 - Time sheet(s) signed by employee and COM department representative
- K.** COM may add or delete job descriptions to this contract in order to meet the demands of the various departments. Such changes must pass the mutual agreement of the Respondent and our HR department in regards to qualifications, description and hourly rate.
- L.** There will be no charge for COM converting a temporary employee to a full-time COM employee and contractor is obligated to backfill the vacancy at the request of COM
- M.** Successful vendor will maintain absolute confidentiality of temporary employee information. Results of test scores, background checks, *et cetera* will not be divulged to anyone other than the Associate Vice President for Human Resources at COM.
- N.** All requests for information from COM will be processed within a timely manner – usually within one working day.
- O.** Any exceptions taken to the Terms and Conditions stated herein must be clearly stated noted in the Contractors response per a specific section stated as such. Any response noting an exception shall provide a detailed explanation and proposed term.

SCOPE OF WORK

- A. Objective:** The College of the Mainland anticipates the need for FACILITY SERVICES in the areas identified in the subject Scope of Work. Award of a contract may be made to a single or multiple vendors in accordance with proposal evaluations determined to provide the best value in meeting the college requirements.
- B. General Requirements:** The scope of services contained within this RFP both outline and define the various requirements for proposers to provide Janitorial, Maintenance and Grounds services for the facilities identified as required by the Director of Facilities. These services are broad and comprehensive in nature.
- C. Key Personnel:** Personnel provided by the respondent to fulfill the services herein as identified in Part II, Cost Proposal. However, may be increased or reduced based on future COM requirements.
- D. On-Site Operations Manager:** The Contractor shall provide an On Site Operations Manager with at least five years of experience managing an operation similar to the College.
- E. Employee Limitations:** The Contractor shall not employ any person who is not lawfully employable in the United States under the Immigration Reform and Control Act. **The Contractor shall only employ persons that have passed a criminal background check approved by COM Human Resources department and Drug Screening at the cost of the contractor prior to placement of personnel on campus premises.** The Contractor shall insure that all Contractor personnel meet the physical requirements to perform the function(s) and task(s) to which they are assigned. This may include performing work in conditions of extreme heat and cold, high humidity, and blowing winds.
- F. Employee Roster:** At the start of this contract, the Contractor shall provide to the College a roster listing, by functional area, all employees and their job titles. The Contractor shall update the roster within five (5) working days after any change.
- G. Identification of Employees:** At the College's request, the Contractor shall provide each employee with an identification (ID) card at all times when performing work under this contract. The ID card format shall include, at a minimum, the ID number, date issued and expiration date (not to exceed the end of the base contract term (5 years), employees name, Contractor name, functional area of assignment, and photograph. The identification cards for key personnel shall also indicate their job titles. Contractor personnel shall be required to wear their ID card at all times when performing work under this contract and in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor shall collect and dispose of all Contractor furnished identification cards upon

termination of said employee.

- H. Personnel Conduct:** The Contractor personnel shall be required to wear uniforms that consist of professional looking coordinated attire, clearly identifying them as employees of the Contractor. Uniforms shall be maintained in a neat, clean and free from excessive wear condition. The Contractor personnel shall conduct themselves in a professional manner and not exhibit rude behavior toward students, faculty, staff or visitors. *The use of alcoholic beverages or illegal drugs by Contractor personnel is forbidden during the performance of this contract or while physically on COM property identified within this RFP.* The Contractor personnel shall not loiter in any working or patron area. Upon completion of their assigned duties, employees shall depart the facility/area.
- I. Training:** The Contractor will be required to provide, on a monthly basis at a minimum, any and all appropriate training to its workforce as well as ongoing safety meetings and classes to assure training and safety needs/requirements.
- J. Specific Requirements:** This section contains specific areas for which the Contractor will be required to provide services in accordance with what the College determined are its needs, desired operating objectives, and desired operating environment. Proposers shall make their submission based on the College's needs as defined within this RFP.
- K. Ground Services:** Any Contractor employee that is assigned to Grounds will have a background or experience in the safe operation of typical landscape maintenance equipment, including but not limited to grass cutting, edging, weeding, weed trimming, blowing of debris, chemical and fertilization of lawns, trees, shrubbery and flowers, flower bed maintenance, irrigation maintenance, parking lot and pavement maintenance, pest control (ants) and trash/debris management/removal, including any other duties as coordinated between COM and Contractor.
- L. Janitorial Services:** The Contractor shall provide complete janitorial services. In addition to the regular and scheduled janitorial activities, the Contractor will be required to perform services beyond the routine scheduled activities to address issues which may include, but not be limited to stripping and waxing floors, carpet shampooing, carpet spot cleaning and fabrics, mopping for spills, re-filling toilet tissue and paper towel holders, and re-filling hand soap dispensers. These services shall be included as a part of the Contractor basic services. The Contractor may be required to provide janitorial services during the standard building operating hours and some COM campus closure periods. Any deviations from these schedules (after operating hours or on weekends) are to be directed to the College for consideration/approval. The Contractor shall establish a complete "Quality Control Program". The Contractor shall submit a copy of the Contractor's anticipated and recommended contents of the program to the designated College representative for review and concurrence.

- As a part of the submitted program shall be the inclusion of "Quality

Control Representatives" of sufficient numbers and specifically tasked to insure the provided janitorial services to all facilities are performed to the specified levels. The "Quality Control Program" shall also include a system/methodology for identifying and correcting deficiencies prior to the level of performances becoming diminished or unacceptable.

- In order to monitor the quality of work performed by the Contractor, the College will conduct random inspections on all areas cleaned commencing at the initiation of the contract. The intent of these inspections is to insure uniform, acceptable, complete and quality janitorial services for all facilities on a daily and ongoing basis. The inspections performed shall be made in such a manner as to not unduly delay the work performed by the Contractor.
- The Contractor shall provide any and all staffing to meet the specified services outlined below. The Contractor is also responsible for providing additional staffing as necessary to accomplish the contract requirements at no additional cost to the contract.
- The Contractor shall make arrangements and provide for "on-site" supervision of the janitorial services. The on-site supervision means persons designated by the Contractor which have full authority to act on behalf of the Contractor on a day to day basis at the various work sites. These individuals will be of sufficient number to regularly and routinely handle the various daily janitorial issues and facilitate/coordinate their resolution immediately for all facilities.
- The Contractor "on-site" staff will coordinate closely with designated representatives to create an effective and efficient delivery of janitorial services. The Contractor shall employ all other personnel qualified and capable staffing to perform the needed janitorial services. The personnel shall be provided with any and all necessary training to facilitate the needed results with the Contractor provided managerial support. The Contractor shall provide any and all necessary "relief" personnel to insure that each specified assignment is performed per the janitorial specifications.
- In order to monitor the quality of work performed by the Contractor, the College will conduct random inspections on all areas cleaned commencing on the first week of the contract implementation. The intent of these inspections is to insure uniform, acceptable, complete and quality janitorial services for all the College facilities on a daily and ongoing basis. The Contractor shall move and replace furniture to clean and apply finish to floors.
- Contractor shall furnish College representatives with telephone/cell

phone number at which the Contractor representative shall be immediately accessible and who shall return calls within two (2) hours.

- Contractor shall haul all trash from cleaning and building and deposit in designated trash receptacle.
-
- The Contractor shall provide the janitorial services listed below for the College facilities at the specified intervals:

ALL FACILITIES

1) "As Needed" Services (Services provided at the College's request)

- a.) Spot cleaning when requested.
- b.) Mopping up spills as needed.
- c.) Filling paper towel, toilet tissue, and hand soap dispensers when needed.
- d.) Keeping entrance to buildings clean.
- e.) Dust mop floors in main entrances and corridors.
- f.) Any other cleaning as needed during the normal workday.

2) Daily Services

a.) Floors:

1. Floors in entrance lobby, hall areas and waiting rooms shall be dust mopped and damp mopped. Dust mops shall be appropriately treated and damp mop shall be accomplished with fresh clean water as required to leave a clean and neat appearance. Lobby floors, hall areas and waiting rooms shall be machine polished. Floor finish shall be applied as necessary to maintain a deep gloss finish.
2. Carpeted floors in offices shall be spot cleaned as needed.
3. Non-carpet floors in offices shall be dust mopped daily.
4. Hi-traffic carpet area shall be vacuumed.
5. Baseboards shall be kept free of dust and smears. No dirt, wax, or debris shall be allowed to accumulate around baseboards.

b.) Restrooms

1. Floors shall be swept, detergent mopped and rinsed with clean water.
2. Mirrors shall be wiped clean of all fingerprints and smudges.
3. Fittings and supply pipes shall be wiped clean.
4. Commodes, urinals, fixtures and hardware shall be cleaned and sanitized. Remove all watermarks and stains. (Do not use abrasives or scratch surfaces).
5. Waste receptacles shall be emptied, cleaned, sanitized, and resulting debris placed in a designated area and liners replaced.

6. Towel and tissue receptacles shall be filled from Contractors stock, and checked periodically during the day to insure that receptacles are filled. Supplies must fit college's dispenser.

7. Liquid soap receptacles shall be cleaned and refilled from stock and checked periodically during the day to insure that receptacles are filled. Supplies must fit school's dispenser.

8. Walls and partitions shall be cleaned and sanitized.

c.) Elevators

1. Floors shall be vacuumed.

2. Walls shall be dusted and cleaned.

3. Metal trim and doors shall be cleaned and polished.

4. Elevator door tracks shall be cleaned of spills, dirt and debris.

5. Light lens shall be cleaned as necessary.

6. Baseboards shall be kept free of dust and smears. No dirt, wax, or debris shall be allowed to accumulate around baseboards.

d.) Receptacles

1. Waste receptacles shall be emptied and resulting debris placed in designated area. Receptacles shall be cleaned when they become soiled. Plastic liners shall be used in all waste receptacles.

2. Sand urns shall be sifted. Soiled sand shall be emptied and urn shall be refilled as needed from Contractor's stock.

e.) Break Rooms

1. Counters, tables, and chairs shall be wiped cleaned and sanitized with a cleaner labeled for surface.

2. All microwaves shall be cleaned and sanitized, interior and exterior (do not use abrasives on these surfaces)

3. Replenish paper towels as needed, from Contractor's stock.

4. Waste receptacles shall be emptied, cleaned, sanitized, and liners replaced, from Contractor's stock.

5. Clean and wipe vending machines and exterior of refrigerators.

f.) Miscellaneous

1. Drinking fountains shall be cleaned and sanitized daily and as needed.
2. Sweep outside areas such as loading docks or steps and entrance as required and clean/wipe handrails.
3. Remove all debris and wipe clean all outside ashtrays/ash urns. Replace with sand as necessary (supplied by Contractor).
4. All spills removed.
5. Waste containers in food service areas shall be emptied daily. All specifications in this contract shall apply to any and all food service areas in the building.
6. Janitorial closets shall be kept clean, neat and orderly at all times.
7. Entrance doors, frames, and glass shall be cleaned inside and out, including the metal header above the door.

g.) Glass

1. Entrance doors, lobby glass, windows and all other glass shall be cleaned and streak free.

3) Weekly Services

- a.) Card readers, all switches, door knobs, doors, chair rails, jams, all walls and woodwork shall be cleaned of hand marks, spills, dust and dirt. Removal of marks on walls shall be accomplished without damaging wall surface.
- b.) All carpeted floors in office shall be vacuumed, and all other office floors damp mopped at least twice a week.
- c.) Dust all personal computers.
- d.) Kick plates shall be cleaned and polished.
- e.) Clean, wipe down and vacuum all chairs.
- f.) File cabinets, windowsills, and other wall ledges, and accessible office furniture shall be dusted with dust control treated clothes.

4) Monthly Services

- a.) Stairwells shall be soap mopped and rinsed.
- b.) Stair railing shall be wiped clean.
- c.) All restroom floors shall be scrubbed and cleaned with a bio-activator or equivalent.
- d.) All building supply and return air grilles are to be cleaned of exterior debris.

5) Quarterly Services

- a.) Clean all fire extinguisher cabinets inside and out to keep them dust and soil free.

- b.) All ceramic tile and grout floors in restrooms shall be machine scrubbed with proper brush designed for ceramic tile.
- c.) Clean baseboards of exterior debris and dust.
- d.) All window blinds shall be cleaned with appropriately treated cloth.

6) Semi-Annual Services

- a.) Light fixtures to be cleaned of exterior debris and dust.
 - b.) All ceramic tile and grout floors shall be cleaned as per the recommendation for ceramic tile. All composition, terrazzo, and slate floors shall be stripped, cleaned, and machine polished, including offices. Contractor shall move rugs and office furniture to ensure that floors are evenly treated, and shall be directly responsible for any damage resulting to rugs, office furniture and walls. Heavy accumulations of wax shall not be allowed to build in corners, under desks, or around edges of floors.
- **Carpet Maintenance:** The Contractor shall provide all supervision, labor to plan, coordinate, schedule, and assure effective performance of all carpet maintenance services described herein.
 - The Contractor shall clean all carpet in all the Contractor managed facilities not less than two (2) times per year. The Contractor shall arrange for proper oversight and supervision of the carpet maintenance services.
 - The Contractor shall follow any/all acceptable established cleaning procedures as determined by industry standards for the "low moisture" cleaning processes.
 - Spot and spill removal: The Contractor is to train custodial provider staffing on spot and spill removal procedures as well as provide a comprehensive operational plan prior to implementation. Operational plan shall include daily, weekly, monthly, and/or other periodic cleaning schedules.
 - Contractor shall be responsible for scheduling proper HVAC operation during cleaning operations with the designated the College representative. Once permission is granted, the air handling units shall operate during the cleaning process and remain operating for a minimum of twenty-four hours after the completion of the cleaning process. The Contractor will be responsible to facilitate a maximum "drying time" of twelve (12) hours and provide air movers/dehumidifiers to achieve this objective.
 - **Window Cleaning:**
The Contractor shall provide all necessary labor needed to perform services required to clean the exterior windows/glass of all the College facilities once a year and all interior window as needed.

- The Contractor shall carry out all work safely and in compliance with applicable local and OSHA safety regulations. Contractor is to coordinate with COM staff for appropriate barricades and warning signage and/or devices to protect pedestrians, vehicles, and property below and around the work area.
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- The Contractor will be responsible for necessary inspections to insure the work of its employees or subcontractors has provided for satisfactory results.
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- Note that the Contractor will not be responsible for cleaning of windows that are blocked by electronic equipment or such items which could be damaged during the cleaning procedure.
- **Special Events:** The Contractor is responsible all labor required for set up and servicing all special events for the College. The Contractor will be required to participate in strategic planning meetings along with the College staffing with the transition team and its designees. The Contractor will be required to participate in the coordination with any and all individuals, groups, organizations, etc. involved with special events.
 - The Contractor will be required to provide for all labor to construct/implement the determined plans and also the necessary oversight and management to insure the work is performed and completed in a timely and safe manner.
- **After-Hours and Emergency Requests and Repairs:** The Contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24/7/365 basis.
 - "After-hours" is defined as occurring outside of the normal operating business hours of a specific location. "Normal operating hours" are defined within the contents of this RFP. *Note that with the varied and complex facility types necessitate a wide range of coverage and responsibility by the Contractor.*
 - "Emergency" requests are defined as repairs/requests of such urgent and important nature that delaying response may cause undue harm to individuals or building systems, or seriously impact business operations.
 - The Contractor will provide for emergency coverage on a 24/7/365 basis and when notified of an emergency repair/request, the Contractor will respond immediately. In the event of an emergency, the Contractor shall provide additional staff, resources, and/or equipment as needed.
- **Deliveries:** The Contractor shall be responsible for providing all labor required for making daily deliveries to all campus facilities.

COM FACILITIES

Buildings/SF	Classrooms	Labs	Offices
1. Administration (23,533sf)	0	0	22
2. Allied Health (4,950sf)	5	3	3
3. Appomattox#5 (3,358sf)	2	1	2
4. Appomattox #11 (2,124sf)	0	0	3
5. Appomattox #16 (1,260sf)	0	0	4
6. Automotive (22,230sf)	4	6	2
7. College Services (10,052sf)	0	0	9
8. Cosmetology (7,500sf)	3	3	4
9. Fine Arts (22,313sf)	2	15	11
10. Firing Range (7,420sf)	1	1	1
11. Gulf Coast Safety(11,484sf)	5	3	9
12. Gym (44,966sf)	4	0	7
13. LaMarque Sr. Center (4,650sf)	2	2	3
14. Learning Resource Cntr.(69,540sf)	7	7	49
15. N. Cnty Learning Cntr. (7,500sf)	2	2	4
16. Public Service Careers (9,246sf)	6	1	10
17. Science (19,786sf)	4	5	18
18. Student Center (45,917sf)	0	0	19
19. Tech-Voc (110,308sf)	21	31	61
20. Welding (8,400sf)	1	2	2
Totals:	540,272 sf	71	82
			244

COST PROPOSAL

This Cost proposal shall provide a rate structure as identified in the table below. ***Proposed pay rates may not be less than the current rates provided.*** Additional cost the Contractor wishes to have considered in the contractual arrangement should be identified in the Cost Proposal section of the proposal response including additional pages as needed. COM Payment terms are Net 30. The frequency of invoicing shall be no more than monthly upon completion of the services for each month. Each invoice shall be submitted in duplicate and include documentation for back-up. Payments are based upon delivery of the completed services specified in the Scope of Work.

		2080 Hours				
	Position	Current Pay Rate	Proposed Pay Rate	Bill Rate	OT Bill Rate	Annual Estimate
1	Supervisor	\$ 16.36				
2	Maintenance	\$ 10.74				
3	Grounds	\$ 9.72				
4	Grounds	\$ 9.72				
5	Grounds	\$ 9.72				
6	Grounds	\$ 9.72				
7	Custodian	\$ 9.21				
8	Custodian	\$ 9.21				
9	Custodian	\$ 9.21				
10	Custodian	\$ 9.21				
11	Custodian	\$ 9.21				
12	Custodian	\$ 9.21				
13	Custodian	\$ 9.21				
14	Custodian	\$ 9.21				
15	Custodian	\$ 9.21				
16	Custodian	\$ 9.21				
17	Custodian	\$ 9.21				
18	Custodian	\$ 9.21				
		Total				

MANAGEMENT PROPOSAL

- A. Organizational Structure:** The Contractor shall describe the organizations structure from both, a high level management perspective, and day to day operations, including where the college would fit in the organization's business plan to support the tasks and overall mission and goals of COM. The response shall include point of contact information for the COM account, including representative names, job titles, phone number, fax number and e-mail address.
- B. Transition Plan:** The Contractor shall describe a transition plan for current staff to seamlessly integrate within a new organization while continuing the current level of service to COM. The transition plan shall include a detailed schedule of employee communications and relations coordination with a Human Resource representative and/or management team without disruption to the current level of services currently provided to COM. Current personnel willing to transition shall begin at the start of the Contract period beginning January 1, 2016. The transition plan shall also include information related to their payroll options (i.e. direct deposit, payroll deduction options, and financial institution partnerships benefits) and employee pay cycles.
- C. Benefits Package:** The Contractor shall describe the benefits provided to their staff, including but not limited to the following:
- Insurance (Health, Dental, Vision)
 - Leave Policy (Including Vacation, Sick and Personal Business)
 - Holidays
 - Pay Increases
 - Any Other Incentives
- D. COM Closures:** The Contractor shall be made aware of the schedule whereby COM typically closes as noted below. Specific dates are updated annually on the COM website. Additional days beyond the last dates noted above are contingent Board of Trustees approval.
- New Years
 - Spring Break
 - Memorial Day
 - Martin Luther King Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Winter Break


All schedules shall be coordinated in advance with the COM Facilities Director, Charles King at cking@com.edu. Phone: (409) 933-8404 Fax: (409) 933-8020.

VENDOR SUBMISSION CHECKLIST

If submitting a proposal, include the following pages with response:

- ☐ SIGNED COVER PAGE
- ☐ CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)
- ☐ NON-COLLUSIVE BIDDING/CERTIFICATE OF RESIDENCE
- ☐ FELONY CONVICTION NOTIFCIATION
- ☐ VENDOR INFORMATION REPORT
- ☐ REFERENCES
- ☐ W-9 TAX PAYER IDENTIFICATION

MAIL THE COMPLETED CHECKLIST ITEMS IN A SEALED ENVELOPE ADDRESSED AS FOLLOWS:

<p>YOUR COMPANY NAME</p> <p>RETURN ADDRESS</p> <p>Proposal No & Due Date/Time</p>	 <p>College of the Mainland Attn: Sonja Blinka, Director of Purchasing 1200 Amburn Road TEXAS CITY, TX 77591</p>
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CONFLICT OF INTEREST QUESTIONNAIRE

College policy CFE (LEGAL) requires disclosure of a vendor's business relationships with the College District. A vendor to the College shall file a *CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ* if the person has a business relationship with the College District and: Has an employment or other business relationship with an officer of the College District, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A); or Has given an officer of the College District, or a family member of the officer, one or more gifts with the aggregate value specified in the Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003 (a-1); 176.003 member of the officer, one or more

gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1).

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;">1 Name of person who has a business relationship with local governmental entity.</div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>Check this box if you are filing an update to a previously filed questionnaire.</div></div><p style="font-size: small; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>3 Name of local government officer with whom filer has employment or business relationship.</div></div><div style="text-align: center; margin-top: 10px;"><div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div><p style="margin: 0;">Name of Officer</p></div><p style="font-size: small; margin-top: 10px;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p><p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>D. Describe each employment or business relationship with the local government officer named in this section.</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div><p style="font-size: small; margin: 0;">Signature of person doing business with the governmental entity</p></div><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div><p style="font-size: small; margin: 0;">Date</p></div></div></div>		

Adopted 06/29/2007

NON-COLLUSIVE BIDDING/CERTIFICATE OF RESIDENCY

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID TO BE REJECTED.

The State of TX has passed a law concerning non-resident contractors. This law can be found in TX Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the College of the Mainland to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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 conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME:

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):

Signature of Company Official:

VENDOR INFORMATION REPORT

Please type or print:

BUSINESS NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ FAX NUMBER _____

E-MAIL _____

NAME OF REPRESENTATIVE ASSIGNED TO OUR ACCOUNT

WILL COMPLY WITH ALL TERMS AND CONDITIONS ____YES ____ NO

PRICES ARE GUARANTEED UNTIL _____

PERCENTAGE OF DISCOUNT GIVEN OFF OF MANUFACTURER'S LIST PRICE FOR ANY
ADDITIONAL ITEMS REQUIRED _____%

-OR-

COST PLUS FOR ANY ADDITIONAL ITEMS REQUIRED _____

PERSON AUTHORIZED TO SIGN PROPOSALS, OFFERS & CONTRACTS:

Authorized Agent Name (Please print): _____

Title: _____

(Authorized Agent Original Signature) (Date)

REFERENCES

Financial stability must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least three (3) similar accounts that have utilized similar products or services for a minimum of one year.

1. Business Name: _____

Contact: _____

Phone: - - Fax: - - E:MAIL _____

Description of Project or Work: _____

2. Business Name _____

Contact: _____

Phone: - - Fax: - - E:MAIL _____

Description of Project or Work: _____

3. Business Name _____

Contact: _____

Phone: - - Fax: - - E:MAIL _____

Description of Project or Work: _____

The undersigned agent confirms that the above references may be contacted by the College to obtain your business history.

Company Name - Please Print _____

(Authorized Agents Original Signature) *(Date)*

TAXPAYER IDENTIFICATION

This form is available at www.irs.gov with instructions. You may download the form or use the copy below. Federal Income Tax Law requires us to have taxpayer identification numbers (TIN) on file, Under Federal Regulation Section 6109; you are required to provide this information. You may provide this information on the W-9 included here. We will not have to file an annual Information Return Form 1099 MISC, for you if you are a corporation, tax-exempt organization, government agency or other exempt payee. However, the law requires that you provide us with your TIN in addition to telling us what kind of payee you are. If you do business as an individual or sole proprietor, your social security numbers serves as your TIN.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

TAX PAYER ID REQUIREMENTS

TO ALL FUTURE VENDORS:

The College of the Mainland is required by the IRS to have a completed W-9 form on file **BEFORE** any orders will be placed or payments made to a vendor. Failure to furnish you Tax ID number may result in the imposition of a penalty per Section 6676 of the internal Revenue Code.

Please follow the steps below:

1. Fill out the attached W-9 Form, check appropriate box, and enter your Tax ID or social security number. This form may also be downloaded directly from www.irs.gov web site.
2. Place EXEMPT in Part 11 if not subject to backup withholding.
3. Fill out attached Vendor Information Request Form.
4. Please return the Attached W-9 Form and the Vendor Information Request Form by Fax to:

College of the Mainland
Attn: Purchasing Department
Fax Number: (409) 938-7073

If fax machine is not available, please mail to:

College of the Mainland
Attn: Purchasing Department
1200 Amburn Road,
Texas City, Texas 77591

College of the Mainland WILL NOT BE RESPONSIBLE FOR ITEMS/SERVICES SUPPLIED BY ANY VENDOR WITHOUT A PURCHASE ORDER NUMBER.

If you have any questions, the Purchasing Department may be reached at (409)938-1211, ext. 473 or 474 between the hours of 8:00 am and 5:00 pm Monday-Friday.

Thank you for your timely response in this matter.

Sonja Blinka
Director of Purchasing

NOTICE OF NO BID

Vendors may opt to send a No Bid response. Submittal of this document serves as your official response of to the subject Request for Proposal as a “NO BID” notice to the buyer.

Business Name

Address:

City: **State:** **Zip:** -

Phone: - - **Fax:** - -

Contact / Sales Representative:

Business Email for Correspondence including Bid Notices:

- ☐ 1. **Move** our company name and address to the bidder list(s) for the following type of products, services or supplies so that we may be notified of proposal opportunities pertinent to our business: _____
- ☐ 2. **Keep** our name on the vendor lists for this commodity. We have decided not to submit an offer at this time due to the following reason(s): _____
- ☐ 3. **Delete** our name from all future vendor lists for the following reason(s): _____

Mail this form to: COLLEGE OF THE MAINLAND | 1200 AMBURN ROAD | TEXAS CITY, TEXAS 77591

Authorized Agents Name *(please print)*

Title:

(Authorized Agents Original Signature)

(Date)