

*Fort Bend County, Texas
Request for Proposals*



*Janitorial Services for Fort Bend County Park Facilities and Pinnacle Senior Center
RFP 21-041*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
“Purchasing Department” in address to
assist in proper delivery

SUBMIT NO LATER THAN:

Tuesday, January 26, 2021
2:00 PM (Central)

LABEL ENVELOPE:

RFP 21-041
JANITORIAL PARKS & PINNACLE

***ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Cheryl Krejci
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

Legal Company Name <small>(top line of W9)</small>			
Business Name <small>(if different from legal name)</small>			
Federal ID # or S.S. #	DUNS #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTENT:

It is the intent of Fort Bend County to contract with one (1) vendor to provide janitorial service to the Fort Bend County Park Facilities and the Pinnacle Senior Center which meet or exceed the specifications contained herein.

2.0 PRE-RFP MEETING and SITE VISITS:

A Pre-RFP conference with site visits will be conducted on **Tuesday, January 12, 2021 at 9:00 AM (CST)**. The conference will be held in the **Fort Bend County Purchasing office, 301 Jackson, Suite 201, Richmond, Texas**. Site visits will begin immediately after Pre-RFP meeting. All qualified vendors are encouraged to attend.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
cheryl.krejci@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, six (6) paper copies and one (1) electronic response on CD or flash drive is required by RFP opening time as stated herein. CD or flash drive must contain only one (1) file in PDF format and must match the vendor's written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

Proposal Number: R21-041
Due Date: Tuesday, January 26, 2021
Time: 2:00 PM (CST)
For: Janitorial Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

7.0 AWARD:

- 7.1 Proposals will be opened on the date specified on the cover page and kept confidential until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- 7.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	January 3, 2021
Pre-RFP conference:	January 12, 2021
Deadline for Questions:	January 15, 2021
Submission Due Date:	January 26, 2021
Evaluation of Submissions:	January 27, 2021
Commissioners Court Permission to Negotiate:	February 2, 2021
Negotiations:	February 3, 2021
Final Contract Approval Commissioners Court:	February 23, 2021

9.0 RETENTION OF RESPONDENT’S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

10.0 CONFIDENTIAL MATTERS:

- 10.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

- 10.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners’ Court.

12.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may

be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

13.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

14.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

15.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

16.0 TEXAS ETHICS COMMISSION FORM 1295:

16.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

16.2 On-line instructions:

16.2.1 Name of governmental entity is to read: Fort Bend County .

16.2.2 Identification number use: RFP 21-041 .

16.2.3 Description is: Janitorial for Parks & Pinnacle .

16.3 The highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

17.0 INSURANCE:

17.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a

certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

17.2

Awarded contractor whom provided proof of required insurance with their response must provide County with properly executed certificates of insurance at contract execution, which shall evidence all insurance required, and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

17.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

17.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

17.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

17.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

17.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 17.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

18.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 18.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 18.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 18.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 18.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 18.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 18.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property

damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 18.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

19.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

20. STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 20.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 20.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

21.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

22.0 GENERAL INFORMATION FOR ALL LOCATIONS:

- 22.1 The contractor shall supply all cleaning supplies, equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, glass and dusting of furniture. The Facilities or Parks Operations Manager must approve all cleaning supplies and equipment prior to use. Fort Bend County will supply trash can liners, soap refills, and paper products, i.e., paper towels, toilet tissue, and tissue seat covers.

22.2 Contractor shall provide the following materials, supplies and equipment for the performance of the specified services in this RFP:

- Vacuum cleaners (commercial grade) and replacement bags (back pack where applicable)
- Brooms and dustpans
- Dusting, cleaning items and cloths (microfiber and lint free)
- Rubber gloves
- Ladders (various types)
- Dusters with handles to reach high places
- Commercial grade mops (wet and dust type)
- Buckets with wringers
- Toilet bowl brushes
- Squeegees for both windows and floors
- Scrub brushes with and without handles
- Floor machines for cleaning and polishing, such as rotary scrubbers, extractors, burnishers, wet/dry vacuums, auto-scrubbers (walk-behind), etc.
- Window cleaning equipment
- Body Fluid Clean-up Kits
- Furniture polish
- Stainless steel – cleaner, polish
- Floor finish
- Stripper
- Deodorizer
- Graffiti remover
- Carpet spot remover
- Wheeled trash barrels for use during service hours
- Other cleaning and maintenance supplies as needed by request

22.3 All equipment required in the performance of the contractor's duties as set forth herein shall be furnished by contractor at its expense. Five (5) days prior to the starting date of the contract, the contractor shall submit, for approval of Fort Bend County, a list indicating the manufacturer, the brand name, and intended use of each of the supplies and materials proposed for use in the performance of the work. Contractor must maintain at each location a list of the Material Safety Data Sheets (MSDS) for each product used by the contractor at that facility. Fort Bend County reserves the right to require contractor to replace, substitute or modify their equipment if such equipment is harmful to Fort Bend County or its operation, or is not sufficient in terms of providing adequate cleaning under this contract. By signing this RFP, the contractor certifies that all material, equipment, etc. supplied by the contractor meets all Occupational Safety and Health Administration (OSHA) requirements. Contractor further certifies that, if he/she is a contractor, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, and etc. in compliance with the aforementioned requirements shall be

borne by the contractor. The title of all equipment, materials, machines of any kind or nature furnished and used by contractor, shall remain in contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the areas specified in this bid upon the termination of this contract.

- 22.4 Storage Provisions: Fort Bend County will provide reasonable storage space(s) for contractor to use that will be necessary for the performance of the services required herein. Fort Bend County will have access to the rooms for the purpose of inspection for compliance to fire, health, and any other applicable regulations. The use of such rooms shall be the responsibility of contractor and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the contractor. Fort Bend County will not be responsible in any way for the contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.
- 22.5 All members of the cleaning crew must be able to speak English fluently. The English language is essential to permit discussion of Fort Bend County's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. All members of the cleaning crew must have a background check performed and approved by the Facilities Operations Manager prior to working in this facility.
- 22.6 The contractor is required to train all members of the cleaning crew to know and understand all requirements set forth in this contract.
- 22.7 The contractor will be responsible for losses or damages and any unauthorized toll type telephone calls, which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the cleaning crew should be reported to the Facilities Operations Manager the following workday. Each employee of the contractor must agree to being photographed and fingerprinted by the County.
- 22.8 The cleaning staff is prohibited from disturbing papers on desks, moving personal items of staff, opening desk drawers, or cabinets, or using any equipment provided for official county use. Office chairs are to be placed behind desks and tables and left not harming the chair arms after cleaning. Instructions pertaining to conduct and other regulations, as required by Fort Bend County, must be followed. The contractor is responsible for any loss or damage to property including, but not limited to, money, securities, merchandise, fixtures, and equipment belonging to Fort Bend County, or to any other person or organization to which Fort Bend County is legally liable for such loss or damage, if any such loss or damage was caused by the contractor or any employee thereof, while such employee is on the premises of Fort Bend County as an employee of the contractor.

- 22.9 No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time. No cleaning staff is allowed to have children on the premises during their assigned working hours. Each member of the cleaning crew is required to wear a photo ID badge identifying them and the cleaning company, a uniform shirt that identifies the cleaning company at all times they are on County premises.
- 22.10 The cleaning staff will not use any county equipment, such as telephones, computers, typewriters, copy machines, etc. Cleaning staff must never open cabinets, drawers, files, etc.
- 22.11 The contractor is responsible for the security of the building during cleaning hours. All entrances must be secure after entering and upon leaving the building. The contractor shall be liable for all costs associated with re-keying, re-issuance, or programming of keys, access card keys, and security codes, which result from the loss or compromising of keys, access card keys, or security codes by contract personnel. The contractor's access shall be limited to 2 set of keys and/or access card keys, furnished by the County. Only Fort Bend County will duplicate keys. At the end of the contract, all outside door locks with specified duplicate keys may be changed at the contractor's expense by a County approved contractor.
- 22.12 Any personal property (glasses, wallets, phones, etc.) discovered by contractor in common areas shall be delivered immediately to the contractor's Regional Supervisor. The Regional Supervisor shall notify the Facilities Operations Manager for handling instructions.
- 22.13 Contractor must keep an attendance record that will be kept of all workers by date, name, time in, and time out at each location (form attached). Additionally, all contract personnel are required to sign in/out upon arrival and departure of work site. The - log is to be located inside of each custodial closet(s) at each facility and should be kept on site and available to the Fort Bend County representative, when requested. Contractor shall also provide Fort Bend County with the weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to Facilities representative. This report shall verify all hours worked and serve as a documented personnel attendance log. In addition, contractor shall provide Fort Bend County with a weekly inspection report for each location. The inspection report will verify contractor has performed all required services. Contractor must keep, for each worker, a list of his or her work. The list will be a list of the regular duties as specified by the contract with estimates for time needed to complete the task. The object of the list shall be to give an accurate account of the time required to complete each task. The final form of the list to be used must meet the approval of Fort Bend County.
- 22.14 Personnel: All employees of the contractor must be eighteen (18) years of age or

older. No minors will be allowed to work under this contract. No children of the contractor's employees are allowed on Fort Bend County properties during work time.

- 22.15 Project Manager (PM): The PM is responsible for the scheduling and management of work to be performed as detailed in this specification. Therefore, the PM must have, prior to employment as PM on this job(s), at least three (3) of the last five (5) years' work experience in the management of custodial type operations for buildings of the approximate size and similar characteristics of the building(s) described in this specification. Each contractor shall include, as part of the submitted RFP, a detailed resume of the intended PM. In addition, before another PM can be assigned, a similar detailed resume must be submitted. The resume(s) will be used in determining the qualifications of the contractor. Resume(s) should include, at a minimum, the full name of the proposed PM and a detailed description of the past five (5) years employment history of the proposed PM, including the names, addresses, and telephone numbers of employers and immediate supervisors.
- 22.16 Supervisory Employees: All supervisory personnel engaged in fulfilling the requirements of this specification shall have, prior to assuming a supervisory capacity for the job described herein, experience in custodial type work. Supervisory personnel shall be available during the hours of service; and must be provided with cell phones by the contractor. Names, telephone, and cell phone numbers must be provided to Fort Bend County's designated representative. All supervisory personnel must be fluent in both verbal and written communication in the English language. At least one supervisory employee is required for each location. The supervisor shall be responsible for addressing any and all needs associated with the performance of the contract. This shall include emergency supply deliveries, impromptu site inspections, receiving and relaying reports of broken items, and any other duties deemed necessary by the designated Fort Bend County Representative.
- 22.17 On-site Custodian: This is an employee of the contractor in charge of all custodial employees including subordinate supervisors working on a shift assigned to an individual site. Supervisor must perform inspections or follow-ups necessary to properly control the cleaning operations. Proper procedures and reporting of cleaning inspections will find the problem areas in the building so they can be given special attention in order to: 1) ensure that the cleaning level in the building is meeting the required standards as indicated in this proposal, 2) identify the employee who is not doing his or her job properly and 3) to determine the people who need additional instruction and training. In small facilities, the custodian may also perform any lower functions, including "Production employee" functions. One (1) custodian is required for each location (an employee is able to provide custodial services over multiple facilities). The supervisor shall supply each employee with specific job duties listing the frequency, when and how to perform their job. A copy of these job duties must

be posted by contractor in all janitor's closets and/or storage rooms.

- 22.18 Assistant Supervisor or Crew Leader: This is a productive employee of the contractor in charge of a small group of custodial employees who act as a pace setter and coordinator in working along with subordinates a majority of the time. The number of assistant supervisors or crew leaders assigned to the location will be determined by contractor.
- 22.19 Production Employees: The contractor shall employ only qualified personnel who are skilled in the performance of custodial work and shall screen all employees, requiring satisfactory references. Contractor's personnel shall present a professional appearance and must properly display the contractor furnished identification indicating the name of the employee and contractor. The minimum uniform will consist of an outer garment with the company name located on the chest and company identification badge with the employee photo, name, and company name. Contractor employees shall be, neat, clean, well groomed, courteous, and conduct themselves in a respectable manner, in the performance of their duties while on Fort Bend County property. Fort Bend County shall be furnished with a list of personnel assigned to this contract. Contractor shall be responsible for keeping this personnel list up-to-date.
- 22.20 It is the intent of Fort Bend County that all premises be maintained at a custodial standard of cleanliness. This includes areas utilized by the vendor such as for storing equipment (custodial closets) and removal of daily trash (loading docks, etc.). Services should be rendered as though each facility is under a cleaner's personal custody; cleaned and maintained to the standards outlined below. Custodial services should be carried out in a routine, predictable manner that is standardized throughout the location. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor. Specifications set forth are meant to be general guidelines. They are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.
- 22.21 Clean: The term "clean" shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. off of the entire surface through the use of a cleaning agent and tools.
- 22.22 Disinfect and/or sanitize: To cleanse of harmful microorganisms by application of an approved chemical agent
- 22.23 Spot Clean/Mop: The term "spot clean/mop" shall mean not to clean entire surface; clean areas where needed.
- 22.24 Mops, mop buckets, and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and

hung up before further use.

- 22.25 Safety: Contractor shall be responsible for instructing their employees in all safety measures. Custodial employees will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by floor cleaning operations. General safety requirements shall be complied with in all activities under this contract.
- 22.26 Broken Items: The contractor shall report damage to any item immediately and be financially responsible for replacing said item.
- 22.27 Routine Service: Is defined as cleaning that will be performed any combination of business days per week depending on the specific days requested. These services are to be performed after facility's normal operating hours, except as specified or authorized by the Fort Bend County designated representative. Mechanical, electrical and telephone rooms are NOT considered office space and will not be serviced under this bid. Weekly Service is defined as one (1) day per business week, specific day to be determined by a Fort Bend County (FBC) designated representative. Monthly Service is defined as one business day a month, specific business day to be determined by a FBC designated representative. Annual Service is defined as once a year. Quarterly Service is defined as one (1) business day every three (3) months, specific business day to be determined by a FBC designated representative. Twice yearly, three (3) times a year, every six (6) months and other special cleaning requirements will be scheduled by a FBC designated representative as per specifications. Periodic Care (as required) is defined as a specific, routine or scheduled task to be performed as needed.
- 22.28 Common Space: Common space is defined as hallways, interior and exterior entrances, lobby areas, stairwells, elevators, restrooms, courtrooms, jury rooms, conference rooms, public areas in libraries, break rooms, and the corridors adjacent to office or clinic spaces and special frequency areas. Common spaces will be cleaned every day that the facility is open to the public.
- 22.29 Office Space: Office Space is defined as enclosed offices, cubicles, copy rooms, file rooms, private libraries, and hold over cells. Office spaces will be cleaned every day that the facility is open to the public.

23.0 QUALITY OF WORK:

Services performed as required by this specification shall be subject to inspection and approval by Fort Bend County. Production employees shall be proactive in support of the FBC mission statement of "Great Service for Great People". Production employees shall take initiative of identifying, reporting, and correcting all readily recognizable custodial and maintenance conditions especially spot cleaning of flooring, walls, and glass surfaces. FBC shall utilize Building Owners and Managers Association International (BOMA) Production Standards to

evaluate the quality of work. All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations. The minimum acceptable standards are:

23.1 Floor maintenance

23.1.1 General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and foyers to entrances. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition. No chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables or window sills during cleaning operations. Base boards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during cleaning operations. All furniture and equipment must be returned to original position.

23.1.2 Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.

23.1.3 Sweeping and Damp Mopping – After sweeping and damp mopping, all floors shall be clean and free of dirt streaks. No dirt, trash, or foreign matter shall remain in corners, behind doors or radiators, under furniture, or on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash, and no dirt shall remain where sweepings were picked up.

23.1.4 Wet Mopping and Scrubbing – The floors shall be properly prepared and thoroughly swept to remove visible dirt and debris. Removal of gum, tar, and similar substances from the floor surface is required. On completion of mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., and properly rinsed and dry mopped to present an overall appearance of cleanliness. After wet mopping or scrubbing, all surfaces, including corners and cracks, shall be dry. When scrubbing is designated, it shall be performed by machine or by hand with a brush.

23.1.5 Spot cleaning – Remove smudges, marks, or spots without causing unsightly discoloration. Spot cleaning of carpet stains shall be performed so that no spot shall remain untreated in excess of one working day.

23.1.6 Floor Finishing – The job of floor finishing includes the cleaning and applying of finish to hard floor surfaces per industry standards.

23.1.7 Sweeping - Sweep floors thoroughly; remove all gum and adhesive

materials.

- 23.2 Stripping – Remove all old finish or wax from floors using a concentrated solution of liquid cleaner. Cleaner is to be applied with a mop and scrubbed with an electric polishing machine with scrub brush or a medium grade-scrubbing pad. Extremely stubborn spots, for example, gum, rust, burns, etc., shall be removed by hand with a scouring pad dipped in a cleaning solution. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised so that baseboards and furniture shall not be splashed or marred. Cleaning solution shall be taken up with a mop or wet/dry vacuum and the floor rinsed at least twice with clean water to remove all traces of cleaning solution. Do not flood the floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.
- 23.3 Finishing – Apply a minimum of five coats of floor finish allowing sufficient drying time between each coat. Should there be more than eight (8) hours between cleaning or applying a finish coat to the floor, the area must again be cleaned to remove surface dirt and scuff marks before applying the next finish coat. The first four (4) coats should be applied to within 4” of the baseboard, with the last coat ONLY applied up to, but not touching, the baseboard.
- 23.4 Bi-monthly Spray-buffing – Sweep floor thoroughly. Wet mop to remove any spillage. Spray-buff floor with an approved gloss restorer solution and using a floor polishing machine, floor polishing pad, and spray equipment. Spray only soiled or worn areas, using a fine mist applied 2 to 3 feet ahead of the floor machine, and buff immediately to blend in.
- 23.5 Carpet and Rugs – After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt and other debris. No dirt and trash shall be left in corners, under furniture or behind doors. Vacuuming equipment shall be the type which “agitates” the carpet in some manner to aid in the extraction of dust/dirt from the carpet. Spot shampooing shall be done for isolated areas on an as needed basis.
- 23.6 Toilets – Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.
- 23.7 Dusting – Dust shall not be moved from spot to spot but removed directly from the areas in which it lays by the most effective means, for example, treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
- 23.7.1 No dust streaks,

- 23.7.2 Corners, crevices, molding and ledges free of all dust,
- 23.7.3 No oils, spots, or smudges caused by dusting tools on dusted surfaces,
- 23.7.4 When inspected with a flashlight, there shall be few traces of dust on any surface.
- 23.8 Damp wiping – This task consists of using a clean, damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, baseboards, and other specified surfaces, and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose, disinfectant/deodorizer cleaner shall be used.
- 23.9 Bright metal polishing – Bright metal polishing may be accomplished by damp wiping and drying with a suitable cloth until a polished appearance is attained. Use an approved metal polishing agent if a polished appearance cannot be attained by damp wiping and drying with a suitable cloth.
- 23.10 Policing – This job includes:
 - 23.10.1 Sweeping Picking up and removing all paper, trash, empty bottles, gum and other discarded materials inside and outside of the building (excluding desk tops, tables, and other work surfaces),
 - 23.10.2 Maintaining wall hung and floor type trash receptacles in a neat and presentable condition; replace sand as needed in receptacles,
 - 23.10.3 Removing gum, spots of tar, and other foreign substances from inside the building,
 - 23.10.4 Cleaning drinking fountains and glass surfaces and
 - 23.10.5 Mopping up wet areas caused by spillage, accidents, or inclement weather.
- 23.11 Fixture cleaning – Porcelain fixtures, for example, drinking fountains, wash basins, urinals, toilets, etc., shall be clean and bright, and without dust, spots, stains, rust, green mold, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. and nozzles free from encrustation (calcium, lime, rust, etc.).

24.0 SCOPE OF WORK FOR ALL LOCATIONS:

24.1 DAILY SERVICE:

24.1.1 Restrooms (including private):

- 24.1.1.1 Sweep and mop ceramic tile floor with disinfectant detergent, removing all stains.
- 24.1.1.2 Wash and disinfect all surfaces of urinals, bowls and tanks.
- 24.1.1.3 Clean all mirrors and vanity shelves.
- 24.1.1.4 Clean and dry polish faucets, soap dispensers, sanitary napkin machines and disposal units, towel and tissue dispensers, water closets, and waste receptacles to a high gloss shine.
- 24.1.1.5 Damp wipe full service area of all ledges, sills, stall partitions, switches, door handles, and doors.
- 24.1.1.6 Remove graffiti from walls and partitions.
- 24.1.1.7 Empty waste receptacles, wash or damp wipe the inside and outside of wastebaskets as needed and replace liners.
- 24.1.1.8 Clean and disinfect all sanitary napkin containers both inside and out.
- 24.1.1.9 Spot clean all walls and doors.
- 24.1.1.10 Restock paper towels, soap, toilet paper and seat cover dispensers until at least 2/3 full. Supplies should never be left below 2/3 stock over night.

24.1.2 Elevators (including freight) (where applicable)

- 24.1.2.1 Clean, polish and remove finger marks, smudges, etc from interior and exterior of elevator doors, walls, control panels, and thresholds on all floors. Polish to a high gloss shine.
- 24.1.2.2 Vacuum, sweep and mop, spray buff resilient floor depending on floor covering in elevator, not allowing dirt and debris to fall down the elevator shaft. Remove any stains on floor covering.
- 24.1.2.3 Clean all door tracks on each floor to remove all debris, and polish with non-abrasive products.

24.1.3 Center Public Stairway (where applicable)

- 24.1.3.1 Sweep stairs and landings.
- 24.1.3.2 Dust handrails and ledges.
- 24.1.3.3 Completely clean all glass and polish handrails to a high gloss shine.

24.1.4 Floor Covering:

- 24.1.4.1 Carpet: Vacuum from corner to corner, pick up staples, paper clips, etc. and spot treatment of carpet stains shall be

performed so that no spot shall remain untreated in excess of one working day.

- 24.1.4.2 Ceramic: Tile Dust mop entire floor. Auto scrub (centrifugal brush machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.
- 24.1.4.3 Terrazzo: Dust mop entire floor. Auto scrub (pad driven machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.
- 24.1.4.4 Unpolished Granite: Dry mop or vacuum and spot clean.
- 24.1.4.5 VCT Tile: Sweep and mop removing all stains with disinfectant detergent.
- 24.1.4.6 Spots and gum on all floor coverings shall be performed so that no spot shall remain untreated in excess of one working day.
- 24.1.4.7 Floor molding will be maintained in a dust free condition.
- 24.1.4.8 Clean inside and outside door mats of dirt and debris.
- 24.1.4.9 Sweep and clean entrance thresholds removing all debris and trash.

24.1.5 Glass and Windows:

- 24.1.5.1 Spot clean all glass – windows, doors (inside and out), walls, entries and partitions (includes entry doors and sidelights to building) and glass desktops.

24.1.6 Wall/Wall Coverings:

- 24.1.6.1 Dust and remove all smudges and fingerprints on walls, wall coverings and wall hangings.
- 24.1.6.2 Wall coverings must be dust free.
- 24.1.6.3 Any tape on walls will be removed daily.
- 24.1.6.4 Graffiti will be removed from walls upon discovery.
- 24.1.6.5 Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be written and left in ‘comment section’ of nightly roster.

24.1.7 Dusting and Furniture Care:

- 24.1.7.1 Dust all exposed areas on desks, other work surfaces, cabinets, shelves and lamps. Do not clean computers or computer monitors.
- 24.1.7.2 Clean and disinfect all tabletops, counter tops and appliance exteriors in all kitchen areas of building.
- 24.1.7.3 Dry dust all electronics.

24.1.8 Miscellaneous Cleaning Services:

- 24.1.8.1 Empty all wastebaskets in building.
- 24.1.8.2 Install new waste basket liners, replace as necessary.
- 24.1.8.3 Clean and sanitize wastebaskets, trash cans as needed.
- 24.1.8.4 Remove all trash to designated area.
- 24.1.8.5 Clean, disinfect, and polish all drinking fountains to a high gloss shine.
- 24.1.8.6 Clean and disinfect all walls, wall switches and thermostats of finger marks and smudges.
- 24.1.8.7 Clean, disinfect, and polish all metal doorknobs, pulls, push plates, handles, etc.
- 24.1.8.8 Dust and remove all smudges and fingerprints on doors.
- 24.1.8.9 Clean and disinfect all telephones weekly.
- 24.1.8.10 Clean table tops, chairs, counter tops, sinks, and appliance exteriors in all lounges, kitchens, meeting rooms, etc.
- 24.1.8.11 Maintain custodial closets in a clean and orderly condition.
- 24.1.8.12 Remove all cobwebs daily throughout the building.
- 24.1.8.13 Turn all lights off when leaving each work area.

24.1.9 Stairways:

- 24.1.9.1 Sweep, mop or vacuum stair landings and steps; dust railings, ledges, grills, fire apparatus, doors and radiators.

24.1.10 Exterior:

- 24.1.10.1 Within twenty-five (25) feet of the facility – pick up trash and sweep entrances, landings, steps, and sidewalks emptying all receptacles and replacing with new liners

24.2 WEEKLY SERVICE: All above, plus.

24.2.1 Restrooms (including private):

- 24.2.1.1 Dust hard to reach areas including all a/c and return airvents.
- 24.2.1.2 Wash and disinfect stall partitions, doors and walls completely with disinfectant solution.

24.2.2 Elevators (where applicable)

- 24.2.2.1 Sweep/vacuum and mop granite floors.

24.2.3 Center Public Stairway (where applicable)

- 24.2.3.1 Wet mop stairs and landings (include all exposed areas).

24.2.4 Floor Covering:

- 24.2.4.1 Unpolished granite – Sweep and/or vacuum and wet mop with disinfectant detergent.
- 24.2.4.2 VCT Tile: Sweep, mop with disinfectant detergent and spray buff.
- 24.2.4.3 Terrazzo: Dust mop entire floor. Auto scrub (pad driven machine) entire floor. Chemical used must be approved by Facilities Operations Manager before use. Once approved chemical has been applied to floor allow it to rest on floor for several minutes but do NOT allow it to dry on any of the floor surface. After several minutes auto scrub (pad driven machine) entire floor. Buff entire floor with slow speed floor machine using Snap Back. Do NOT use a propane burnisher on any floors in our buildings.
- 24.2.4.4 Ceramic Tile: Dust mop entire floor. Auto strip (centrifugal brush machine) entire floor. Chemical used must be approved by Facilities Operations Manager before use.
- 24.2.4.5 Vacuum carpeted steps in Puppet Theater (where applicable)
- 24.2.4.6 Remove gum from all carpeted areas, rugs, and floor mats. Remove gum from the facility entrances.

24.2.5 Dusting and Furniture Care:

- 24.2.5.1 Vacuum upholstered furniture weekly.
- 24.2.5.2 Thoroughly dust bookshelves, horizontal furniture surfaces, as well as vertical surfaces and under surfaces such as knee wells, chair rungs, table legs, etc.
- 24.2.5.3 Damp wipe all glass in doors, partitions, pictures, and bookcases.
- 24.2.5.4 Damp wipe and polish marble wall surfaces and wainscoting..
- 24.2.5.5 Damp wipe all granite tables and tops.
- 24.2.5.6 Dust all venetian blinds.
- 24.2.5.7 Clean and polish metal door thresholds.

24.2.6 Stairwells: Clean all emergency stairwells in building:

- 24.2.6.1 Sweep stairs and landings.
- 24.2.6.2 Wet mop stairs and landings.
- 24.2.6.3 Dust handrails and ledges.
- 24.2.6.4 Spot clean walls and doors.

24.2.7 Interior Windows:

- 24.2.7.1 Windowsills will be free of dust and debris.
- 24.2.7.2 Cobwebs will be removed.
- 24.2.7.3 Spot clean all interior glass.

24.3 MONTHLY: All above, plus.

24.3.1 Restrooms (including private):

- 24.3.1.1 Machine scrub all restroom tile floors.
- 24.3.1.2 Clean and dust all light fixtures, grilles and hard to reach areas.

24.3.2 Elevators:

- 24.3.2.1 Dust and clean all ceiling panels and high ledges.
- 24.3.2.2 Dust frames and lights.
- 24.3.2.3 Remove all spider webs.
- 24.3.2.4 Wash walls and doors.

24.3.3 Dusting and furniture care:

- 24.3.3.1 Dusting ceiling lights. Remove all spider webs and bugs as needed.
- 24.3.3.2 Vacuum upholstered furniture and dust edges.
- 24.3.3.3 Vacuum under and behind upholstered furniture.
- 24.3.3.4 Vacuum under any removable cushions.
- 24.3.3.5 Dust or vacuum window shades.
- 24.3.3.6 Dust shelf canopies (top) and empty shelves.
- 24.3.3.7 Wash venetian blinds as needed or requested by the Fort Bend County designated representative.

24.3.4 Floor Coverings

- 24.3.4.1 Unpolished granite – Auto scrub (pad driven machine) entire floor – chemical used must be approved by Facilities Operations Manager before use. Handwork stubborn stains and scuff marks as needed.

24.4 BI-MONTHLY: All above, plus:

24.4.1 Floor Drains

- 24.4.1.1. Ensure all floor drains are filled with at least 2 gallons of water twice per month to prevent p-traps from drying out. The date maintenance was performed should be marked on calendar in the custodial closet at each building location.

24.5 SEMI-ANNUAL:

Set schedule will be agreed on with contractor and Facilities and Parks Operations Manager where applicable (First time between July 1st and September 1st and second time between January 1st and March 1st).

24.5.1 VCT Tile floor covering:

24.5.1.1 Strip and apply five (5) coats of Diversey Vectra floor finish.

24.5.2 Carpets:

24.5.2.1 Shampoo all carpeting: Complete shampooing by a method approved by Facilities or Parks Operations Manager at least once a year, only upon request of Facilities or Parks. Some areas will be shampooed semi-annual, while others will be excluded entirely. Schedule is to be approved by County.

24.5.3 Terrazzo:

24.5.3.1 Top scrub off old finish (do not remove sealer).

24.5.3.2 Re-coat with Diversey Vectra floor finish – applying 4 coats of the Vectra.

EXCEPTION: Community Centers' flooring must be completed every 45 days.

24.5.4 Interior Glass:

24.5.4.1 Clean and shine all interior windows and blinds in building.

24.5.5 Skylights

24.5.5.1 Clean and shine interior and exterior of skylights if applicable.

25.0 PRICING AND STAFFING BY LOCATION:

Kitty Hollow Park Offices,
Monday – Friday
(4,275 sq. ft.)
9555 Hwy 6 South
Missouri City, TX 77459 \$ _____/mo. ____ /staff

Dew House First Floor (in Kitty Hollow Park)
after events only, between 5:00pm-10:00pm
(estimated 1,200 sq. ft.)
9555 Hwy 6 South
Missouri City, TX 77459 \$ _____/mo. ____ /staff

Mustang Community Center and Restrooms,
Monday – Friday
(4,135 sq. ft.)
4521 FM 521 North
Fresno, TX 77545 \$ _____/mo. ____ /staff

Fifth Street Community/Boys & Girls Club,
Monday – Friday
(18,059 sq. ft.)
3110 5th Street
Stafford, TX 77545 \$ _____/mo. ____ /staff

Fifth Street Community Gymnasium,
Monday – Friday
(9,000 sq. ft.)
3110 5th Street
Stafford, TX 77545 \$ _____/mo. ____ /staff

Freedom Park, Monday/Wednesday/Friday
(2,304 sq. ft.)
18050 Westheimer Pkwy
Houston, TX 77094 \$ _____/mo. ____ /staff

Four Corners Park, Outdoor Restroom
Monday – Friday
(2,649 sq. ft.)
15700 Old Richmond Road
Sugar Land, TX 77478 \$ _____/mo. ____ /staff

Four Corners Multipurpose Community Center/Annex

Monday – Friday, Exterior Windows quarterly

(17,341 sq. ft.)

15710 Old Richmond Road

Sugar Land, TX 77478

\$ _____/mo. ____/staff

Harlem Road Park

Mondays and Fridays

(340 sq. ft.)

Outdoor Restrooms

701 Harlem Road

Richmond, TX 77406

\$ _____/mo. ____/staff

Mission Bend Boys & Girls Club

Monday through Friday

(18,546 sq. ft.)

8709 Addicks Clodine Rd

Houston, TX 77083

\$ _____/mo. ____/staff

Landmark Community Center

Monday - Friday

(24,672 sq.ft.)

202 Martin Lane

Missouri City, TX 77489

\$ _____/mo. ____/staff

Total Annual Price: \$ _____

Pinnacle Senior Center

(9,785 sq. ft.)

5525 Hobby Road #C

Houston, TX 77053

\$ _____/mo. ____/staff

Pinnacle Aquatic Center

(3,065 sq. ft.)

5525 Hobby Road #D

Houston, TX 77053

\$ _____/mo. ____/staff

Total Annual Price for Pinnacle Senior Center: \$ _____

Annual Grand Total: \$ _____

26.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 26.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm's Experience
3	Pricing
4	Overall Completeness of Proposal

- 26.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 26.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

- 26.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work
(weight factor = 25%)

- The respondents must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the described scope of work. Describe the firm's projected work load excluding this project. Specify the number of employees assigned to this project. Indicate the firm's proven ability to perform effectively and timely at the required level of service stated in the scope of work. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of project.

Tab 2

Firm Experience with janitorial service of similar size and complexity (weight factor= 20%):

- Respondents must submit with RFP a minimum of five (5) letters of recommendation concerning janitorial service written during calendar year 2020 and/or 2019. Letters must be from entities/companies with buildings similar in size to the building specified in this RFP. Identify past (10 years) janitorial service, including size, scope, complexity and specific services provided.

Tab 3

Pricing (weight factor = 50%)

- Provide monthly pricing.

Tab 4

Overall completeness of submission (weight factor = 5%)

- Insurance, vendor information form, W9, debt form

27.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 27.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 27.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices will not include taxes.
- 27.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are

neither necessary nor desired.

- 27.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 27.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

28.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 28.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Wednesday, January 15, 2021 at 3:00 PM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 28.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

29.0 TERM:

The term of this contract is **April 1, 2021 through September 30, 2022**, renewable annually for four (4) years (through September 2026 if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

30.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

31.0 REQUIRED FORMS:

All respondents submitting are required to complete the below and attached and provide with submission:

- 31.1 Vendor Form
- 31.2 W9 Form
- 31.3 Tax Form/Debt/Residence Certification
- 31.4 Proof of Required Insurance as stated in Section 17.0

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

