

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES

RFP # 130602

XYZ Company

Purchasing Department
1325 Texas Blvd.
Dallas, TX 75032

INVITATION

XYZ Company is accepting proposals from vendors providing Janitorial Services.

XYZ Company invites your firm to submit a proposal. If you are interested in submitting a proposal, please follow the General Instructions and Requirements outlined in the enclosed Request for Proposal.

Vendors will pay particular attention to all instructions, requirements, and deadlines indicated in the attached documents. Late or incomplete proposals will not be accepted.

In accepting proposals, XYZ Company reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to accept any proposal deemed to be in the best interest of XYZ Company. XYZ Company is not obligated to accept the lowest priced proposal.

XYZ Company will not release the names of the participants to this Request for Proposals at any time. Participants will be notified of the next step after the XYZ Company evaluation team has evaluated the proposals. An award determination will be made and approved by XYZ Company executives, and Vendor(s) will be notified.

We greatly appreciate your efforts and look forward to reviewing your proposal.

Donna Smith, MBA, CPSM
Strategic Sourcing Manager
XYZ Company

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SECTION I – OVERVIEWBackground and Objectives

XYZ Company is the importer, distributor, and retailer for an international brand of tea. It has 50,000 square feet of mixed-use property. 10,000 square feet is used for offices, 25,000 square feet is a warehouse, and 15,000 square feet is a small retail store.

XYZ Company invites interested and qualified companies, herein after referred to as “Contractors,” “Providers,” or “Vendors,” to submit proposals for Janitorial Services in response to this solicitation.

XYZ Company has fixed pricing budgets and all pricing quoted/proposed should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE OF EVENTS

Request for Proposal packet issue date:	June 10, 2013
Mandatory Pre-proposal Conference	June 14, 2013
Mandatory Site Visit	June 14, 2013
Receive Questions from Prospective Vendors	June 19, 2013
Distribute answers to questions	June 24, 2013
Submit Final Proposal	June 28, 2013
Anticipated oral presentations	July 31, 2013 and August 1, 2013
Anticipated Award Date	Contingent on Executive approval

SECTION III – GENERAL INSTRUCTIONS**A. Questions**

Deadline for questions from Providers: June 19, 2013, by 4:30 p.m. CDT

Deadline for Response to Questions: June 24, 2013, by 4:30 p.m. CDT

All questions concerning the RFP specifications must be submitted in writing and emailed to the Strategic Sourcing Manager, listed below. To ensure receipt of all questions in a timely manner, the preferred method is via email.

Donna Smith, Strategic Sourcing Manager
 Email: dsmith@xyz.com

B. Submittal Procedure

A person or officer of the company submitting the proposal, who is authorized to enter into contractual agreements on behalf of the company, must sign the proposal, subject to all conditions and specifications attached hereto, in INK. **Proposals received unsigned will be deemed non-responsive and will not be accepted.**

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Deadline to submit "Final Proposal" is June 28, 2013, by 4:30 p.m. The original proposal, signed in ink, five (5) additional photocopies, and an electronic copy (CD-ROM) should be submitted in a SEALED ENVELOPE and delivered to:

XYZ Company
ATTN: Donna Smith, Purchasing Department
1325 Texas Blvd.
Dallas, TX 75032

Label the outside of the sealed envelope: Janitorial Services

No proposal will be accepted after the stated deadline.

Respondents may mail or personally deliver their proposals to the Purchasing Department of XYZ Company at the above address. XYZ Company will not be responsible for any proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Proposals shall include all documentation as requested in the Request for Proposal.

C. Non-Discrimination Policy Statement

XYZ Company does not discriminate against any individual or Vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

D. Immigration Reform and Control Act Of 1986

By submitting their proposals, Vendors certify that they do not, and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. References and Experience

All Vendors are required to submit, with their proposal, a comprehensive list of references. Vendors are required to provide a minimum of three (3) references where Vendor has provided janitorial services (within the last six months) that pertain to the technical requirements of this RFP. References shall include company name, address, telephone number, fax number, contact person, and email address. Vendors must agree to authorize clients to furnish any information required by XYZ Company to verify references provided, and for determining the quality and timeliness of previous work performed.

Vendor shall submit with their proposal documentation of past performance in projects of similar magnitude, and resulting customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness and flexibility, etc.

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F. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this proposal will be made no more than thirty (30) days after the proposal due date. All Vendors are required to guarantee their proposals as an irrevocable offer valid for one hundred twenty (120) days after the proposal due date. XYZ Company, in its sole and absolute discretion, shall have the right to award an agreement for any or all items/services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest priced proposal, and shall be allowed to accept the total proposal of any one vendor.

G. Permits

Any and all permits as required by authorities having jurisdiction (local, state, county, and/or federal), are the total responsibility of the Vendor.

H. Financial Information

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non-Public companies, and must include a statement that financial solvency is adequate to meet expenditures for at least one year.

I. Payments

Vendor is to submit properly completed invoice(s) to the address specified in the contract. To insure prompt payment, each invoice should indicate purchase order number, discount terms, and include Vendor's name and return remittance address.

J. Price Adjustments

Vendor will be required to honor their proposed prices for the term of the contract period.

K. Minority / Women and /or Disadvantaged Business Enterprises (M/W/DBE)

XYZ Company shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Business Enterprises (M/W/DBE's) in contracts for services. Please submit proof of M/W/DBE certification.

L. Direct or Indirect Assignment

The successful Vendor will not be permitted to directly or indirectly assign rights and duties under the contract without express written approval by XYZ Company.

M. Form W-9

Vendors are to complete Form W-9 and submit with their proposal documents. The form can be found and downloaded at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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SECTION IV - PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Offer and Acceptance Period

All proposals must be an irrevocable offer valid for one hundred twenty (120) days after the proposal due date.

C. Late Proposals

Proposals received after the stated deadline shall be deemed late and will not be considered.

D. Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based solely upon information contained in the Vendor's response to this RFP. XYZ Company shall not be held responsible for errors, omissions, or oversights in any Vendor's response to this RFP. XYZ Company may waive technical irregularities that do not alter the price or quality of the services.

XYZ Company shall have the right to reject proposals containing a statement, representation, warranty, or certification that is determined by XYZ Company and its counsel to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by XYZ Company of the proposal. All proposals will be evaluated as a whole and in the best interest of XYZ Company.

E. Oral Presentations

Any Vendor that submits a proposal in response to this RFP may be required to make an oral presentation for further clarification upon XYZ Company's request.

F. Amendments to the Proposal

If it becomes necessary to revise any part of this RFP package, or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Vendor via fax or e-mail.

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G. Availability of the Proposal

No proposal shall be open to public inspection. Each Vendor must request confidentiality for its proposal, in part or in its entirety, to ensure that information is not inadvertently disbursed.

H. Retention of Proposals

All proposals submitted to XYZ Company shall become the property of XYZ Company and shall not be returned. Proposals that do not result in an award of contract will be shredded by XYZ Company.

I. Notice of Non-Participation Form

Vendors must respond to the proposal request whether they can or cannot provide the products, supplies, and/or services listed in the RFP. Fill out Attachment C – Notice of Non-Participation Form – and return it to the above address.

J. Incurred Expenses

XYZ Company shall not be responsible for expenses incurred by a Vendor in the preparation and submission of a proposal. This provision also includes any costs involved in providing an oral presentation of the proposal.

K. Deviation Form

Each response to this RFP shall contain a Deviation Form that states the Vendor's commitment to the provisions of this RFP and Sample Contract. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this RFP package, including the Sample Contract, must be expressly stated in the Deviation Form. (See Attachment B)

L. Subcontractors

All provisions and/or stipulations within this RFP package also apply to any authorized subcontractors.

M. Term of Contract

The intent of the RFP is to award this contract to the qualified Vendor who can provide, and meet, all specified requirements of this RFP. The contract shall commence with an award date for a one (1) year base period with three (3) one-year renewal options at the sole discretion of XYZ Company. Award of renewal option years will be based upon satisfactory performance, which will be reviewed on an annual basis.

N. Licensure

Vendor shall submit, with its proposal, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction - local, state, county, and/or federal.

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O. Pricing

Each vendor shall provide responses to this RFP on the “Proposal Reply” page with total pricing. See Section VIII.

P. Conflict of Interest Provision

The XYZ Company organizational conflict of interest provision is applicable, in that vendors who participate in the development of draft specifications, requirements, statements of work, and/or the RFP for a proposed procurement shall be excluded from submitting a proposal to compete for the award of such procurement.

SECTION V - INSURANCE REQUIREMENTS

A. Policies, Coverages, and Endorsements.

Vendor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his/her personnel, the following insurance policies, with the specified coverages and limits, to protect and insure XYZ Company and Vendor against any claim for damages arising in connection with Vendor’s responsibilities or the responsibilities of Vendor's personnel under this Agreement and all extensions and amendments thereto.

1. Commercial General Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
2. Workers’ Compensation & Employers’ Liability if applicable	
Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Employers liability	\$500,000
3. Automobile Liability	
Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit

A CURRENT “CERTIFICATE OF INSURANCE” MUST ACCOMPANY ALL PROPOSALS

B. Insured Parties

All policies shall contain a provision naming XYZ Company (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

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C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against XYZ Company, its officers, agents, or employees.

D. Proof of Insurance

The policies, coverages, and endorsements required by this provision shall be shown on a Certificate of Insurance on which XYZ Company must be listed as the Certificate Holder and which should be furnished to XYZ Company prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. XYZ Company may withhold payments under the terms of this Agreement until the Vendor furnishes XYZ Company copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

E. Cancellation

New Certificates of Insurance shall be furnished to XYZ Company at the renewal date of all policies named on these Certificates. Vendor shall give XYZ Company thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

F. Indemnification

To the extent permitted under the Constitution and the laws of the State of Texas, Vendor hereby agrees to indemnify and hold harmless XYZ Company and all of its directors, officers, employees, and agents from all suits, actions, claims, or costs of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property arising out of, or occasioned by, any acts or negligence of Vendor or Vendor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this agreement.

SECTION VI – PROPOSAL EVALUATION PROCESS

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to XYZ Company. Each item has been assessed a percentage upon which the final score will be determined. A total of 100 percentage points for the following items will be considered a perfect score.

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The following will be significant factors in evaluating proposals, but the evaluation will not be limited to these items when making a final decision.

A.	Overall Program Concept	25%	Indication that Vendor has a well-defined concept and program structure for all components of service desired by XYZ Company, including equipment, availability, and start-up time.
B.	Understanding	20%	Indication that Vendor understands the nature of XYZ Company's services and constraints in providing those services, and that Vendor has thoroughly analyzed XYZ Company's needs and requirements.
C.	Financial Condition	15%	As evidenced by the financial information requested from each vendor, indication that Vendor is financially stable and able to provide related services in their entirety.
D.	History and Description of Firm	10%	Indication from brief history and description of Vendor's firm that it has the number of employees necessary to satisfactorily provide services described in RFP, and that its areas of specialization match RFP requirements.
E.	Credentials of Staff	10%	Indication from Vendor's description of any special expertise the firm has in providing janitorial services to firms similar to XYZ Company.
F.	References	10%	Results from investigating references furnished by Vendor as requested in this RFP package. Issues that will be addressed include contract performance, quality of personnel, responsiveness, etc.
G.	Cost	10%	Cost will become a determining factor when all other conditions are equal. Final cost may be negotiated with the successful Vendor.

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SECTION VII – SPECIALIZED SERVICES TO BE PERFORMED

Scope of Services:

XYZ Company is seeking Janitorial Services at 1325 Texas Blvd.

Janitorial Specifications

General Information

A. Work Scheduling and Reporting: Quality cleaning is required, including full performance of all specified daily services on the first official working day of the contract period. All work will be performed at times as specified and agreed upon by Vendor and XYZ Company. All cleaning personnel are prohibited from disturbing papers on desks or shelves, opening desk drawers or cabinets, or using telephone or office equipment provided for XYZ Company use. Instructions pertaining to conduct and other regulations, as required by XYZ Company, must be followed.

All contract personnel are required to sign in/out upon arrival and departure of work site (Contractor Sign-in Log, Attachment E). Sign-in log is located in the janitorial closet in each part of the facility (office, retail space, warehouse).

Qualified Vendors who are notified of short-listing are required to:

1. After review of proposals:
 - a. Submit for approval by XYZ Company samples of, and a list indicating the manufacturer, brand name, and intended use of, each of the supplies and materials proposed for use in the performance of the work
 - b. Provide a tour of their facility for designated XYZ Company staff
 - c. Supply all employee safety and operational training materials utilized by the contractor to designated XYZ Company staff
 - d. Provide to XYZ Company information regarding Vendor's hiring process, criteria, and procedures
2. Two weeks prior to the contract starting date, successful Vendor will:
 - a. Meet with XYZ Company staff to review the total workload and cleaning methods as proposed by Vendor
 - b. Provide a list, for the approval of XYZ Company, indicating staff and contact information (staff and supervisory) by space type in the facility (office, retail, warehouse). If there is a change to schedule or staff, notify XYZ Company designated representative at least 24 hours in advance
 - c. Provide a proposed schedule, for the approval of XYZ Company, identifying by performance date, all weekly, bi-weekly, quarterly and semi-annual requirements, as detailed in this specification

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- d. Submit, in writing to XYZ Company, the names of at least two (2) representatives, one of which must be authorized to act for Vendor in every detail concerning the requirements as described in this specification.
3. During contract period:
 - a. Update listing of staff by location, including cell phone numbers
 - b. Work with XYZ Company designated representative to schedule special services
 - c. During the night of the last day of the contract, fill all soap and paper product dispensers to full capacity. Soap and paper stocks for dispensers shall remain and not be removed at the end of the last official day of the contract.
 4. In the event of an emergency condition at the facility, e.g. flooding, assist as necessary to perform the cleanup. For after-hours emergencies, Vendor will provide assistance within one hour of notification by XYZ Company representative. Vendor will not be penalized for scheduled work not performed while performing emergency assistance.

B. Facility Security: Facility master key will be provided to Vendor supervisor only. Vendor will be liable for all costs associated with re-keying, re-issuance, or programming of keys, access cards, and security codes which result from the loss or compromising of keys, access cards, or security codes by contractor's personnel.

Vendor's supervisors will be trained on the use of alarm systems. Supervisors will be responsible for training cleaning personnel on the use of alarm systems.

Vendor's employees will be responsible for securing all offices, gates, and exterior entrances/exits upon completion of contracted services unless otherwise directed by the designated XYZ Company representative. Vendor's employees shall immediately communicate to XYZ Company representative any inability to secure by code, alarm, or mechanical lock any office, gate, or door. Failure to secure all exterior entrances/exits and/or gates will result in a \$50.00 charge per occurrence. Repeated failure to maintain a secure facility when providing janitorial services will be cause for termination of the contract. Vendor will also be responsible for payment of any fines incurred by the owner due to false alarms at a facility not properly secured.

Repeated failure to maintain a secure facility when providing janitorial services shall serve as cause for termination of contract.

C. Supplies and Materials: Vendor will furnish all supplies and materials necessary for the performance of the contract. Any changes to the items on the XYZ Company list of approved supplies and materials must be submitted in writing to the XYZ Company representative and approved prior to use in the XYZ Company property. Vendor must maintain within each janitorial closet a list of Material Safety Data Sheets (MSDS) for each product used by Vendor. Vendor will not use any material that XYZ Company determines unsuitable for the purpose intended, or that is harmful to any part of the building, contents, or equipment.

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Electricity and hot/cold water will be available, at no charge, to Vendor from existing outlets for use with contractor's equipment.

D. Equipment: Vendor will provide all necessary cleaning equipment, including power driven floor scrubbing machines, waxing and polishing machines, industrial-type vacuum cleaners, all necessary motor trucks, etc. to successfully perform the work agreed to in the contract. The XYZ Company representative will approve all equipment before it is used in the property. Equipment that is deemed to be of improper type or design, or inadequate for the purpose intended, will be replaced by the contractor.

E. Storage Provisions: XYZ Company will provide storage space for supplies used daily.

Vendor Qualifications

A. Vendor Personnel:

1. 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, 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 in this specification. **Each vendor shall include as part of the submitted proposal, a detailed resume of the intended PM.**
2. 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 Vendor. Names and cell phone numbers must be provided to XYZ Company's designated representative, and updated when changes are made. All supervisory personnel must be fluent in both verbal and written communication in the English language.
3. Production Employees - Vendor shall employ only qualified personnel who are skilled in the performance of janitorial work and shall screen all employees, requiring satisfactory references. Production employees shall be available during the hours of service and must be provided with a cell phone. All employees of Vendor shall be neatly attired in uniforms supplied by Vendor while working at XYZ Company. Vendor personnel assigned to this contract will be furnished identification badges by XYZ Company and must properly display the furnished identification badge. The minimum uniform will consist of an outer garment with Vendor's name located on the chest. No shorts or open-toe shoes allowed.

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- B. Miscellaneous** – Vendor’s employees must have a good working knowledge of the principles and techniques of the machines, equipment, and cleaning products used in building maintenance, as well as a good working knowledge of safety procedures. Vendor shall be responsible for instructing its employees in safe work habits and requirements.
1. Vendor employees are allowed to use break rooms at XYZ Company.
 2. Vendor will pay for criminal background investigations for all personnel assigned to work at XYZ Company property for the term of the contract.
 3. All production employees substituted by Vendor, on either a temporary or permanent basis, will be taken to the facility by their immediate supervisor, introduced to XYZ Company designated representative, and instructed by Vendor’s supervisor on duties to be performed as well as securing of facility.
 4. XYZ Company may require the removal of a contractor employee from the XYZ Company site without cause. This may be immediate and at XYZ Company’s sole discretion.
 5. Vendor shall be required at his/her own expense to conduct a criminal background investigation and TB testing (skin test and/or check X-Ray as required) for all personnel assigned to work at the facility under this contract.
 6. All persons employed by Vendor shall be U.S. citizens or possess papers showing that they are legal aliens.
 7. All personnel assigned to the XYZ Company facility shall be able to understand the English language.
 8. All personnel must be able to understand labels, descriptions, and instructions for all materials used at the XYZ Company facility. Project managers and supervisors are required to understand and speak English fluently.
 9. Emergency situations are exempted from the ban on using XYZ Company telephones.
 10. No one is to accompany Vendor’s employees to XYZ Company property that is not employed by Vendor and assigned to work in the property.
- C. Trash bags removed from cans/receptacles will not be placed on carpet.**

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Schedule of Cleaning Services

A. Offices

1. Monday through Friday evening services consisting of:
 - i. Clean, sanitize, and stock restrooms as needed
 - ii. Empty trash cans
 - iii. Clean trash cans as needed
 - iv. Remove trash to designated disposal area
 - v. Vacuum common areas
 - vi. Vacuum cubicles and offices
 - vii. Spot treat carpet stains
 - viii. Spot dust horizontal surfaces without moving papers or other items on desks
 - ix. Sweep and/or mop floors in common areas
 - x. Clean and disinfect break room surfaces
 - xi. Clean and disinfect drinking fountains
 - xii. Clean and disinfect lobby furniture
 - xiii. Report maintenance problems to XYZ Company facilities manager
2. Quarterly services consisting of deep cleaning of all surfaces in common areas including shelves, fire extinguishers and/or cabinets for them, signs, clocks, etc. Strip and wax all floors. Deep cleaning/disinfecting all surfaces in restrooms.
3. Semi-annual services consisting of carpet cleaning in all common areas and cubicles/offices.

B. Retail store

1. Monday through Saturday evening services consisting of:
 - i. Clean, sanitize, and stock restrooms as needed
 - ii. Empty trash cans
 - iii. Clean trash cans as needed
 - iv. Remove trash to designated disposal area
 - v. Vacuum common areas
 - vi. Vacuum cubicles and offices
 - vii. Spot treat carpet stains
 - viii. Spot dust horizontal surfaces without moving papers or other items on desks
 - ix. Sweep and/or mop floors in common areas
 - x. Clean and disinfect break room surfaces
 - xi. Clean and disinfect drinking fountains
 - xii. Clean and disinfect lobby furniture
 - xiii. Report maintenance problems to XYZ Company facilities manager

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2. Quarterly services consisting of deep cleaning all surfaces such as shelves, fire extinguishers and/or cabinets for them, signs, clocks, etc. Strip and wax all floors. Deep cl Semi-annual services consisting of carpet cleaning in all common areas and cubicles/offices.
3. Semi-annual services consisting of carpet cleaning in all common areas and cubicles/offices.

C. Warehouse

1. Monday through Saturday evening services consisting of:
 - i. Clean, sanitize, and stock restrooms as needed
 - ii. Empty trash cans
 - iii. Clean trash cans as needed
 - iv. Remove trash to designated disposal area
 - v. Vacuum common areas
 - vi. Vacuum cubicles and offices
 - vii. Spot treat carpet stains
 - viii. Spot dust horizontal surfaces without moving papers or other items on desks
 - ix. Sweep and/or mop floors in common areas
 - x. Clean and disinfect break room surfaces
 - xi. Clean and disinfect drinking fountains
 - xii. Clean and disinfect lobby furniture
 - xiii. Report maintenance problems to XYZ Company facilities manager
2. Quarterly services consisting of deep cleaning fire extinguishers and/or cabinets for them, signs, clocks, etc. Strip and wax floors. Deep cleaning/disinfecting all surfaces in restrooms.

Quality of Work

Services performed as required by this specification shall be subject to inspection and approval by XYZ Company. Vendor's supervisory and production employees shall be proactive in efforts to keep XYZ Company facilities clean and comfortable for XYZ Company customers and staff. Production employees shall take initiative in identifying, reporting, and correcting all readily recognizable custodial and maintenance conditions, especially spot cleaning of spills, flooring, walls, glass surfaces, restrooms, and lobbies.

Failure to adequately perform services will result in notification of Vendor's supervisor upon first occurrence. Subsequent occurrences will result in notification of Vendor's PM. If performance issues are not corrected, XYZ Company may request that production employee(s) be replaced.

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Payment Adjustment Information

A. Deduction for non-performance - It is the objective of XYZ Company to obtain complete and satisfactory performance in accordance with the requirements of this specification. Failure to perform Quarterly and Semi-Annual Services will result in a deduction of payment equal to the cost charged to provide these services.

B. Failure of contractor to resolve performance issues shall serve as cause for termination of contract.
SECTION VIII – PROPOSAL REPLY PAGE

The intent of this RFP is to award the contract to the qualified vendor who can provide and meet all specified requirements of this request for proposal. The contract shall commence with a tentative award date for a one (1) year base period with three (3) one-year renewal options at the sole discretion of XYZ Company based upon satisfactory performance, which will be reviewed on an annual basis.

For Contract Period – Initial (one year) ending 2014

Space Type	Cleanable Area	Evening Services		Quarterly Services		Semi-Annual Services		Annual Totals
		Sq Ft Unit Cost (\$)	Monthly Cost (\$)	Per Quarter Cost (\$)	Annual Cost (\$)	Per Semi-Annual Cost (\$)	Annual Cost (\$)	Total Annual Cost (\$)
	Sq Ft							
Office	10,000							
Retail	15,000							
Warehouse	25,000							
Subtotals	50,000							

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For Contract Period – Option year 1 (one year) ending 2015

Space type	Cleanable Sq. Ft.	Evening Services		Quarterly Services		Semi-annual Services		Annual Total
		Sq Ft Unit Cost (\$)	Monthly Cost (\$)	Per Quarter Cost (\$)	Annual Cost (\$)	Per Semi-Annual Cost (\$)	Annual Cost (\$)	Total Annual Cost (\$)
Office	10,000							
Retail	15,000							
Warehouse	25,000							
Subtotals	50,000							

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For Contract Period – Option year 2 (one year) ending 2016

Space type	Cleanable Sq. Ft.	Evening Services		Quarterly Services		Semi-annual Services		Annual Total
		Sq Ft Unit Cost (\$)	Monthly Cost (\$)	Per Quarter Cost (\$)	Annual Cost (\$)	Per Semi-Annual Cost (\$)	Annual Cost (\$)	Total Annual Cost (\$)
Office	10,000							
Retail	15,000							
Warehouse	25,000							
Subtotals	50,000							

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
RFP # 130602

For Contract Period – Option year 3 (one year) ending 2017

Space type	Cleanable Sq. Ft.	Evening Services		Quarterly Services		Semi-annual Services		Annual Total
		Sq Ft Unit Cost (\$)	Monthly Cost (\$)	Per Quarter Cost (\$)	Annual Cost (\$)	Per Semi-Annual Cost (\$)	Annual Cost (\$)	Total Annual Cost (\$)
Office	10,000							
Retail	15,000							
Warehouse	25,000							
Subtotals	50,000							

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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SECTION IX - PROPOSAL CONTENTS

Title Page: All proposals must include the following information:

- Name of Vendor
- RFP number listed on this package
- Mailing address
- Contact name
- Telephone number
- Fax number
- E-mail address

Table of Contents: All proposals must include the following information:

- Clear identification of information by section and page
- List of at least three (3) references, including contact person, telephone number, fax number, and email address
- Identification of all services provided

Proposal: All proposals must:

- Be typed
- Provide a brief history of company and ownership, date business started, current total number of employees, and include any special accommodations/services that could be provided
- Provide a description of services available under this proposal
- Bear the original signature of a principal or authorized officer of the interested party
- Make provision to meet and comply with all applicable laws and regulatory criteria
- Submit along with the proposal any additional descriptive information about their services that they believe might be helpful
- Be submitted with one original and five (5) copies and an electronic copy (CD-ROM), mailed or delivered in a sealed envelope to XYZ Company

Additional documents to be submitted:

- One (1) copy of the most recent AUDITED financial statement. A letter from a CPA is an acceptable alternative for non-public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction
- Proof of insurance
- Proof of Historically Underutilized Business “HUB” State Certificate and/or City of Dallas M/W/DBE Certificate
- If your firm is not certified, provide a statement if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them
- Deviation Form (Attachment B)
- Notice of Non-Participation Form (Attachment C)
- Completed Form W-9 (Attachment D)
- Policy & Procedure for criminal background checks of vendor’s employees or subcontractor employees who would gain entrance to, or provide services to, XYZ Company’s property

Sample

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****PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE THAT MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS. ****

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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SECTION X -SIGNATURE PAGE

XYZ Company, in its sole and absolute discretion, shall have the right to award contracts for any or all services listed in each proposal, shall have the right to reject any and all proposals, shall not be bound to accept the lowest priced proposal, and shall be allowed to accept the total proposal of any one vendor.

This submission is guaranteed as an irrevocable offer valid for one hundred twenty (120) days after the proposal opening date.

Authorized Signature

Vendor/Provider's Name

Typed or Printed Name

Number and Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

E-Mail Address

This proposal will ONLY be accepted if this page is signed by an authorized representative.

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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SECTION XI – ATTACHMENTS

A - Sample Contract

B – Deviation Form

C – Notice of Non-Participation Form

D – Form W-9 – Request for Taxpayer Identification Number and Certification

E – Contractor Sign-in Log

Sample

**REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
RFP # 130602**

Note to reader: This sample contract is *not* legal advice. It can be used as a template to draft an agreement for an attorney's review. Do *not* rely on the legal terms and conditions used in this sample contract. Your company, agency, industry, or jurisdiction may use different language. Do *not* include this note in a RFP.

ATTACHMENT A – SAMPLE CONTRACT

A sample contract is included for your review. Any exceptions to terms and/or conditions must be identified in your Deviation Form Attachment (B).

Contract ID No. _____

STANDARD SUPPORT SERVICES CONTRACT

THIS AGREEMENT is made and entered into this _____, 2013, by and between XYZ Company, at 1325 Texas Blvd., Dallas, TX 75032, a company, ("Company") and _____ ("Contractor") with offices at _____, for the purpose of providing janitorial services as specified in this agreement.

RECITALS

WHEREAS, the Company desires that Contractor provide janitorial services under the terms and conditions set forth in this Agreement;

WHEREAS, each of the parties is committed to the delivery of services in an effective, cost efficient, and quality manner; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the Agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PERSONNEL

The Company staff member authorized to approve billing is Donna Smith. The Company staff member responsible for overseeing this Agreement is Donna Smith. The Company staff member responsible for day-to-day operations is Bill Green, Facilities Manager.

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.** The relationship between the Company and Contractor shall be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Company and Contractor other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, shall not for any purpose be deemed to be an employee, agent, partner, joint venturer, ostensible or

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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apparent agent, servant, or borrowed servant of the Company. Contractor agrees that he will not hold himself out as an agent of the Company to any persons.

2. **Professional Judgment.** In the performance of all services pursuant to this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of a professional service. Contractor and his personnel, if any, shall employ his own means and methods and exercise his own professional judgment in the performance of services pursuant to this Agreement. The sole concern of the Company under this Agreement or otherwise is that, irrespective of the means selected, such services shall be provided in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Company and the applicable federal, state, and local laws, rules, and regulations.

III. OBLIGATIONS OF CONTRACTOR

1. **Services.** The specialized support services to be provided by Contractor and the schedule of hours Contractor will deliver such services are set forth in **Exhibit A**. Said schedule and services may be changed only with the mutual written consent of the parties.
2. **Company Approval of Contractor Personnel.** Contractor agrees that any individual or entity selected by him to deliver designated services for Company, including any and all contractors, are subject to approval by Company. The services of any individual to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor, and Contractor agrees to indemnify and hold harmless Company, its employees, agents, officers, and assigns from any claim or liability arising from the negligent acts or any other acts of Contractor or an individual to whom he delegates the delivery of designated services.
3. **Representations and Warranties.**
 - (a) Contractor represents and warrants that, at all times during this Agreement, he will comply with all applicable policies of the Company and all applicable local, state, and federal laws, rules, and regulations now in effect and that become effective during the term of this Agreement. Contractor further agrees to provide services to the Company in a manner consistent with applicable professional standards and consistent with standards of reasonable due care.
 - (b) Contractor agrees to perform his services with decorum and in a manner designed to assist in the efficient operation of the Company. Contractor agrees to interact with Company staff in a cooperative manner. The adequacy of the performance of this obligation will be determined at the sole discretion of the Company.
 - (c) Contractor represents and warrants that he is not currently an employee of the Company.
4. **Disclosure.** Contractor declares that neither Contractor, nor any of its subcontractors or employees rendering services pursuant to this Agreement, has been convicted of a criminal act and Contractor will give immediate notification to the Company if such occurs anytime during the term of this Agreement.
5. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents and to complete a W-9 form, Request for Taxpayer Identification Number and Certification, to meet requirements of the Immigration Reform and Control Act of 1986.

Sample

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6. **Required Information for Criminal Conviction Checks.** Contractor shall provide to Company proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, and that if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment, then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from Company property. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

7. Access.

- (a) Contractor agrees that Company and its representatives, including independent financial auditors, shall have access to all facilities, service providers, records, data, and other information under the control of Contractor or its subcontractors as necessary to enable the Company to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement,
- (b) Acceptance of funds directly under this contract, or indirectly through a subcontract under this contract, acts as acceptance of the authority of the Company to conduct an audit or investigation in connection with those funds; and
- (c) Contractor must provide Company's auditor with access to any information the auditor considers relevant to:
 - i. evaluating Contractor's performance under the contract or subcontract;
 - ii. determining Company's rights or remedies under the contract; and/or
 - iii. evaluating whether the Contractor has acted in the best interest of the Company.

IV. OBLIGATIONS OF THE COMPANY

1. Payment.

- (a) In consideration of the obligations undertaken by Contractor, the Company agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibits A and A1**, for an amount not to exceed \$_____.
- (b) The payment amount will be based on a monthly invoice which shall reflect the services provided by Contractor, and is approved by the Company employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.
- (c) Invoices or claim forms for services must be received no later than forty-five (45) calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than forty-five (45) calendar days after the end of the month in which the services were rendered will not be paid.
- (d) Payment shall be made thirty (30) calendar days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted, or withheld, where a deficiency is noted in

Sample

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goods, services, or invoices received. Company retains the right to offset payments for prior invoices paid where a deficiency is noted after payment has been processed.

Invoices shall be submitted in duplicate as follows:

- I. Invoices must include a Company purchase order number, which will be indicated on the final, fully executed, copy of the contract.
 - II. Original and one duplicate, marked “Duplicate,” sent to Company staff member authorized to approve billing as set forth above.
- (e) Contract Rate Change clause – If a Contractor’s contracted rates change during the period of the contract as agreed upon by both parties, the Contractor will be notified in writing and the contract will be amended to reflect such changes.
2. **Staff and Facilities.** The Company agrees to allow Contractor access to its staff and facilities necessary for carrying out the services provided by the Contractor.

V. INSURANCE

1. **Policies, Coverages, and Endorsements.** Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Company and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1. Commercial General Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
2. Workers’ Compensation & Employers’ Liability if applicable	
Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Employers liability	\$500,000
3. Automobile Liability	
Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit

2. **Insured Parties.** All Policies shall contain a provision naming the Company (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
3. **Subrogation.** All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Company, its officers, agents, or employees.
4. **Proof of Insurance.** The policies, coverages, and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Company must be listed as an Additional Insured

Sample

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party and the Certificate Holder, and which should be furnished to the Company prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Company may withhold payments under the terms of this Agreement until the Contractor furnishes the Company copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

5. **Cancellation.** New Certificates of Insurance shall be furnished to the Company at the renewal date of all policies named on these Certificates. Contractor shall give the Company thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

VI. INDEMNIFICATION

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Company and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to customers, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII. TERM AND TERMINATION

1. **Term.** This Agreement is effective _____, 2013 to _____, 2014, unless sooner terminated pursuant to this Agreement.
2. **Renewal Options.** This Agreement may be renewed at the sole discretion of Company for up to three (3) one year renewal options at rates and placement fees specified in **Exhibit A**.
3. **Immediate Termination.** Company may terminate this Agreement immediately if:
 - (a) Company has cause to believe that termination of the Agreement is in the best interests of the health and safety of the employees and customers served under this Agreement,
 - (b) Contractor has its applicable license or certification suspended or revoked, or
 - (c) Contractor submits falsified documents or fraudulent billings, or Contractor makes false statements.
 - (d) Company may terminate this Agreement immediately upon written notice to Contractor if it is determined by the Company that Contractor will not be able to deliver services in a timely or appropriate manner to meet the business needs of the Company.
4. **Termination Upon Default.** Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the Request for Proposals (RFP), which is attached hereto and incorporated herein by reference as if set out

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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in full. Such termination shall be ineffective if, within said thirty (30) day period, Contractor cures such default to the satisfaction of the Company. The Company at its sole discretion may extend the period to cure the default for a reasonable time if the Company determines that the Contractor has initiated action to cure the default within the thirty (30) day period. The Company reserves the right to suspend services provided by the Contractor and payment for services not authorized during the thirty (30) day cure period, if at the Company's sole discretion, it is determined that suspension is in the best interest of the Company and/or its customers.

5. **Termination For Convenience.** Due to the need for Company to replace the services being provided by Contractor, this Agreement may be terminated by Contractor, without cause, after one hundred and twenty (120) days written notice to the Company. Company may terminate this Agreement, without cause, after thirty (30) days written notice.

VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. Without limiting the foregoing, the parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Civil Rights Act of 1991, as amended.
2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, Company will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Company by Contractor employees, directors, officers, and agents. At any time Contractor believes there may have been a violation of this obligation, or any business ethics standard, Contractor shall notify Company of the possible violation.
3. **TB Testing Requirement.** Contractor shall provide to the Company proof that its employees, whose duties place them in Company facilities, whether there is direct or indirect contact with employees and customers, TB testing on an annual basis at the cost of the Contractor. In addition, chest x-ray testing will be required when there is a positive TB result.
4. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Company and Contractor.
5. **Entire Agreement.** This Agreement and the documents incorporated herein constitute the sole and only Agreement of the parties hereto and supersedes any prior understandings and any prior written or oral Agreements between the parties respecting the subject matter herein.
6. **Assignment.** No assignment of this Agreement or rights or obligations thereunder shall be valid without written consent of the parties.

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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7. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.
8. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Rockwall County, Texas.
9. **Captions.** The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.
10. **Gender and Number.** The masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the other whenever the context so indicates or requires.
11. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Company or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to Company: Donna Smith, MBA, CPSM
XYZ Company
Purchasing Department
1325 Texas Blvd.
Dallas, TX 75032

If to Contractor: _____

12. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.
13. **Dispute Resolution.** Any controversy or claim arising out of, or relating to, this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
14. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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15. **Effect of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of either the Company or Contractor in such manner as, in the sole judgment of the affected party, (1) will cause serious financial hardship to such party, or (2) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

16. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

The Contractor warrants and assures XYZ Company that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

CONTRACTOR
Signature _____

XYZ COMPANY
Signature _____

Name (Printed/Typed): _____

Name (Printed/Typed): _____

Title: _____

Title: _____

Date: _____

Date: _____

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD:

SERVICE:

SERVICE DESCRIPTION: Provide janitorial services company wide

PERFORMANCE:

RATE AND RATE DESCRIPTION:

NOT TO EXCEED:

UNITS/ACCOUNT CODE:

PAYMENT DOCUMENTATION: Contractor will submit invoices as rendered.

Sample

**REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
RFP # 130602**

ATTACHMENT B – DEVIATION FORM

All deviations to this Solicitation (RFP and Sample Contract) must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures XYZ Company of their full agreement and compliance with the specifications, terms, and conditions including all provisions of the Sample Contract.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor’s commitment to the provisions of this Solicitation and Sample Contract. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package, including the Sample Contract, must be expressly stated in the Deviation Form. (Attachment B)

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE CONTRACTOR, WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL

SPEC # Section # Or Page #	DEVIATION

Company Name

Authorized Signature

Date

Sample

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
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ATTACHMENT C – NOTICE OF NON-PARTICIPATION FORM

Dear Vendor,

Please check the appropriate box below, complete the remainder of this form, and return it PRIOR to the Final Proposal submittal date and time:

I/Our Company cannot provide the products, supplies, and/or services listed in this request.

I/We have chosen NOT to submit a proposal at this time, but would like to remain on your list for this proposal category. We did not submit a Proposal because: Reason(s):

Please REMOVE my/our name from all XYZ Company lists until further notice. Reason(s):

Independent Provider and/or Provider Firm Name: _____

Representative: _____
Please print

Address: _____

Phone: _____

Fax: _____

E-mail: _____

PLEASE RETURN THIS FORM ONLY TO:

XYZ Company
Purchasing Department
Notice of Non-participation – Janitorial Services
1325 Texas Blvd.
Dallas, TX 75032

Authorized Signature: _____

Title: _____ Date: _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED NOTICE OF NON-PARTICIPATION FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.

Thank you for your time and assistance.

Sample

**REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
RFP # 130602**

**ATTACHMENT D – FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
AND CERTIFICATION**

Vendor/Providers are to complete the form at the link, below, for W-9, and submit it with proposal.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Sample

**REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES
RFP # 130602**

ATTACHMENT E – CONTRACTOR SIGN-IN LOG

Contractor Sign-in Log

DATE	TIME IN	TIME OUT	PRINTED NAME	COMPANY