

\$10.00

# CITY OF SAN ANGELO REQUEST FOR PROPOSAL

## Construction & Facilities Management

### Janitorial Services

RFP No. CFM-01-14



**City of San Angelo**  
72 West College Avenue  
San Angelo, Texas 76903

**Submittal Deadline**  
**August 18, 2014 2:00 P.M. Local time**



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*This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.*

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## 1. INTRODUCTION

### 1.1. General

The City of San Angelo is accepting sealed proposals for janitorial services at various city facilities. The successful respondent(s), unless otherwise stated in these specifications, shall furnish all labor, materials, paper products, chemicals and equipment for complete janitorial services per the following specifications.

### 1.2. Facilities And Addresses

1. Accounting Office..... 108 N. Farr Street
2. City Hall ..... 72 W. College Avenue
3. Community Development Building..... 52 W. College Avenue
4. Construction & Facility Maintenance..... 134 Henry O. Flipper Street
5. Emergency Operations Center ..... 8485 Hangar Road
6. Traffic Operations.....1792 St. Ann Street
7. Ralph Chase State Building ..... 622 S. Oakes Street
8. Texas Workforce Commission ..... 202 Henry O. Flipper Street
9. Traffic Operations ..... 1729 St. Ann Street.
10. Utility Maintenance ..... 1948 St. Ann Street
11. Water Billing..... 122 W. 1st Street
12. Water Quality Lab ..... 1324 Metcalfe Street

The successful respondent(s) will be required to execute a contract similar to the draft contract provided in this document.

### 1.3. Proposal Documents

Proposal documents may be obtained in the Purchasing office located at 72 West College Avenue, Suite 330, San Angelo, TX, 76903 at a cost of \$10.00 or online for no cost at:

- [www.cosatx.us](http://www.cosatx.us)
- Bid Information (menu on left side of screen)
- Bid Opportunities

### 1.4. Digital Format

If Respondents obtained the proposal documents and specifications in digital format in order to prepare a proposal, **the proposal must be submitted in hard** copy according to the instructions contained in this package. If, in its response, Respondents makes any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specification is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

### 1.5. Pre Proposal Conference

There will be a **mandatory** pre-proposal conference and walk through to be held on **August 6, 2014 at 4:00 p.m. through 6:00 p.m.** The conference will begin at the City Hall, 2nd Floor Conference Room, located at 72 W. College Ave., San Angelo, Texas. Once the walk-through is completed at the San Angelo City Hall and the Community Development Building the tour will conclude at the Work Force Commission and Ralph Chase State Services Building.

### 1.6. Disqualification

The respondent may be disqualified for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

- Failure to include Bid/Proposal Security in the amount of 5% of their proposed pricing.

#### **1.7. Insurance and Indemnification Requirements**

Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your proposal.

#### **1.8. Required Response**

The City requires a response to any RFP's mailed to potential respondents. Should a company receive a RFP, but choose not to provide a response, and then in order to remain on the City of San Angelo's Potential Respondents List you must submit a "No Bid".

#### **1.9. No Bid Instructions**

To submit a No Bid, complete the Price Proposal Sheet by entering "No Bid" on Line Item 1, complete the Contact Information section, and mail it before the proposal deadline. Firms that do not respond will be removed from the respondents list.

#### **1.10. Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. **Respondents must sign it and include it in the returned proposal package.** Addenda will be posted on the City's website as they are issued. **Respondents are** responsible for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a proposal. Failure to do so will be at the Risk of the respondent and no accommodations will be made for failing to consider all addendums

#### **1.11. Interpretations**

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the proposal documents. Questions received less than seven (7) days prior to the date for opening of Proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

#### **1.12. Confidentiality**

All Proposals submitted shall remain confidential. After award, Proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

#### **1.13. Award of Contract**

The City reserves the right to accept or reject any or all Proposals, and to waive any informalities or irregularities in the proposal process. The City is an equal opportunity employer.

#### **1.14. Acceptance of Proposal Content**

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an award, failure to have made such investigation and examinations will in no way relieve the Respondent from his obligation to comply in every detail with all provisions and requirements.

#### **1.15. Copies Of Proposal Evaluation Results**

Copies of the evaluation results will not be available until the contract is awarded. For a copy of the Evaluation results, send a self-addressed stamped envelope to Purchasing Department, Proposal Evaluation Results Request, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76902-1751. Respondents may also obtain the results by emailing [sapurch@cosatx.us](mailto:sapurch@cosatx.us). Please include the proposal title and RFP number in your request.

## 2. DEADLINE AND DELIVERY LOCATION

### 2.1. Deadline

Sealed Request for Proposals (RFP) submittals must be received and time stamped, **August 18, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

### 2.2. Copies

- a. Submit one (1) **unbound** original and four (4) **bound** (or three-ring binder) complete copy of your proposal. (Staples and binder clips are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing a digital copy of all requested form and documentation in a PDF format. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

### 2.3. Sealed Envelope Formatting

- **Bottom Left-Hand Corner: "RFP NO. CFM-01-14/Janitorial Services"**
- **Top Left-hand Corner: Business Name and Address**

### 2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Proposal Enclosed"

### 2.5 Delivery Addresses:

**USPS:** City of San Angelo  
Purchasing Department, RFP NO. CFM-01-14  
72 West College Avenue  
San Angelo, Texas 76903

*USPS Express Mail is NOT Recommended*

**Delivery Services:** City of San Angelo  
Purchasing Department, RFP No: CFM-01-14  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

### **NOTICE**

***It is the sole responsibility of the respondent to ensure that the properly packaged, addressed as reflected above and that it arrives at the above location by the specified deadline regardless of delivery method selected***

**Faxed or electronically transmitted Proposals will not be accepted**

### 2.6 Points Of Contact

**Roger S. Banks, Manager**  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903  
Email: sapurch@cosatx.us  
Telephone: (325) 657-4219

**Ron Lewis, Manager**  
City of San Angelo, Construction & Facilities  
Manager

**Robert Bluthardt,**  
Fort Concho, Site Manager

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### 3. INSTRUCTIONS TO RESPONDENTS

#### 3.1. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Respondents are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

#### 3.2. Substitutions

It is the intention of the City of San Angelo to purchase equipment/services similar or equal to that specified. **Variation from the specification must be noted in proposal by respondent. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each respondent, if not responding on specified equipment, is required to furnish with his proposal, a complete detailed description, and specifications of each item upon which he is responding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the respondent, if requested, at the respondent's expense. Each sample must be marked with Respondent's name, address, and RFP Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the proposed price.

#### 3.3. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

#### 3.4. Examinations of RFP Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the respondent's risk. Prices are to be submitted on each item and total extended.

#### 3.5. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

#### 3.6. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

#### 3.7. Modification Or Withdrawal Of Proposals

Proposals per item/extension pricing **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a respondent or his authorized agent, provided his identity is made known and he signs a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

#### 3.8. Prices

Respondent is to quote its lowest and best on each item, including shipping if applicable, unless otherwise specified. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. However if a respondent believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid and is so noted in the bid documents.. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Price Proposal Form in ink or typewritten.

#### 3.9. Proposal Security

Each proposal **must** be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than five percent (5%) of the total amount of the proposal. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas. Proposals submitted without a Security Bond will be rejected.

**3.10. Default In Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Owner who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

**3.11. Award and Execution of Documents**

It is not the policy of the City to purchase based on low bids alone. The award of the Proposal, if it is awarded, will be to the Respondent whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating Proposals, the City shall consider the following criteria for determining the "best value":

- The overall purchase price,
- Respondent's reputation for their goods and/or services,
- Respondents past relationship with the municipality, and
- Respondents past experience on City projects or projects in the immediate area.

Contracts will not be awarded to companies who:

- Cannot comply with Performance Bond and Payment Bond Requirements
- Cannot comply with the Insurance Requirements

**3.12. Evaluation Criteria**

All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Cost (50%)**  
Respondent shall provide detailed cost information as outlined in the Request. In analyzing Proposals, the City may take into consideration alternates and unit prices.
- **Vendor's Reputation/References (25%)**  
Respondent shall provide a list of References for similar projects, including the identification of the owner and contact information, a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. Additionally, respondent should identify whether any projects identified herein resulted in claims, litigation or arbitration.
- **Vendor's Current Ability to Meet/Exceed the Scope of Work and Specifications (20%)**  
This will be determined by committee, after reviewing longevity in business, current business practices, discussion of methods of application of the various types of cleaning products for vinyl flooring, linoleum, stain removal in different carpet types, the various cleaning products each vendor is currently using, etc.

**Local References (05%)**

For Contractors working in the immediate area, and with verified acceptable references, an additional 5% will be added to the "Evaluation Score".

**3.13. Restrictions On Communication**

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning the current Agreement;

2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of custodial services.
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **August 11, 2014, 12:00 p.m.**, local time to allow sufficient time for evaluation and to post any addendums to the website. Questions received after the stated deadline will not be answered. The RFP number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager  
Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

***Please ensure the RFP Number and Title is in the Subject Line.***

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
- Clearly state the question
- Include specific reference to the applicable Request for Proposal section(s)

Questions, if answered, will be will be posted in the form of an Addendum to the City's website at [www.cosatx.us](http://www.cosatx.us). Respondent is responsible for checking the website or calling the City to determine if any addendums have been issued prior to their submittal.

5. Communications as allowed by the specifications outlined at the Pre-Proposal Conference (if applicable) and Site Tour
6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
8. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
9. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

### **3.14. Selection Process**

1. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.
2. The City reserves the right to revise the Request and/or request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The city then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation and request the City Council's authorization to negotiate and/or execute a contract.
4. Following the selection, the contract negotiation process begins and the city negotiates first with the

highest ranked offeror. At this stage, the city may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the city and the offeror, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the city will inform that offeror, in writing, that negotiations are ended.

5. The City may then negotiate with the next ranked offeror. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

### **3.15. Reservations**

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item by other means.
- Increase or decrease the quantity specified, unless the respondent specifies otherwise.
- Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- Consider and accept an alternate bid as provided herein when most advantageous to the City.
- Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low prices alone for individual items or groups of similar items.

### **3.16. Closing Time & Date**

All Proposals must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

### **3.17. Late Proposals**

Proposals received after the advertised closing time and date regardless of the mode of delivery, will not be considered.

### **3.18. Acceptance**

Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

#### 4. TERMS AND CONDITIONS

##### 4.1. Purchase Order Requirement

**No order shall be accepted by the vendor without a Purchase Order and all invoices must reflect the Purchase Order number.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

##### 4.2. Invoices & Payments

Seller shall submit separate invoices for each facility on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the facility name and/or address, **purchase order** or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department. Invoices may be e-mailed to each facility manager to expedite payment for services.

All hard copy invoices should be mailed to:

**"Facility/Building Name"  
City Of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903**

**To expedite payment, ensure the "Facility/Building Name" and the PO number is on ALL invoices.**

**Do not include Federal Excise, State, or City Sales Tax.**

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City. Payments shall be made within 30 days as stated in the Texas Prompt Payment act.

##### 4.3. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

##### 4.4. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

##### 4.5. Warranty-Price

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller

for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**4.6. Warranty-Product**

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

**4.7. Safety Warranty**

Seller warrants that the product sold/utilized to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

**4.8. No Warranty By City Against Infringements**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

**4.9. Right Of Inspection**

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

**4.10. Cancellation**

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

**4.11. Termination**

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

**4.12. Force Majeure**

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

**4.13. Assignment-Delegation**

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**4.14. Waiver**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**4.15. Modifications**

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**4.16. Interpretation-Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

**4.17. Applicable Law**

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**4.18. Advertising**

Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

**4.19. Right To Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**4.20. Equal Employment Opportunity**

Seller agrees that during the performance of its contract it will:

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

**4.21. Conflict Of Interest**

Seller agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the Purchasing Dept. throughout the term of the contract.

**4.22. Funds – Price**

The item(s)/service ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

**4.23. Bonding**

- A. All employees of the contractor shall be bonded against theft and/or loss of property. The Contractor shall obtain a bond covering all personnel. The bond shall be obtained from a surety company licensed to do business in the State of Texas. Contractor shall be held responsible for damage repairs due to improper use or application of cleaning solvents (i.e., but not limited to... not following manufacturer's directions as to materials said cleaning solvent may safely be applied to), scuff marks on various types of base boards due to improper techniques while buffing and/or stripping close to baseboards.
- B. Performance- Contractor shall provide a 10% (ten per cent) performance bond for the life of the contract. If after exercising all items covered under the cause for termination and the City has no

recourse but to terminate the contractor, the contractor shall forfeit the performance bond. Should the Contractor assign the service agreement to another entity, the City shall retain the performance bond until the agreement is completed. Upon completion of the service agreement the City shall return the performance bond to the Contractor within 30 (thirty) days.

**4.24. Legal Venue**

San Angelo, Tom Green County, Texas

**4.25. Claims For Overcharges**

Seller hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**4.26. Term**

The term of this Agreement shall be for three (3) years commencing on the effective date hereof. City shall have two (2) option(s) to extend the term hereof for a period of one (1) year each, subject to availability, appropriation of funds and to agreement of both parties. Provider shall notify the City of its desire to exercise the option for each additional extension in writing ninety (90) days prior to the expiration of the agreement.

**4.27. Escalations**

On the anniversary award date of the fourth (4th) and fifth (5th) contract years, the initial final negotiated price (per facility) will automatically increase two percent (2%).

**4.28. Service Changes**

Should it be necessary to add or delete a facility during the term of this contract this option shall be negotiated by City and Contractor and shall be based on the required services in the respective buildings/facilities. This cost is derived by mathematical calculations using the square foot of the building and the current monthly fee (at the time of the cost adjustment request) for custodial services.

**4.29. Cooperative Purchasing**

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. Tom Green County, etc)



## 5. DRAFT SERVICE AGREEMENT

This is the City's standard form of agreement for projects of this type. The specified insurance requirements in Section 15 of this agreement are applicable to this project. After proposals are opened and the City has determined its recommendation, a final agreement for the Provider's signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the bid price recommended to Council, including all alternates, options and addenda to be awarded. This agreement must be finalized by the CITY, and signed by the Provider, prior to the award of the bid by the City Council.

**JANITORIAL SERVICES AGREEMENT BETWEEN THE  
CITY OF SAN ANGELO, TEXAS  
AND  
RFP CFM-01-14**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (but effective as of \_\_\_\_\_) by and between the City of San Angelo, a municipal corporation of the State of Texas ("City") and \_\_\_\_\_, a domestic corporation of the State of Texas ("Provider").

### **RECITAL**

**A.** City has issued a Request for Proposal No. ("RFP No. CFM-01-14") Construction and Facilities Maintenance Division Janitorial Services for the provision of professional janitorial services for certain City facilities ("Services") and Provider's bid, in response thereto, has been selected as the most qualified proposal for the provision of the Services. The RFP referred to herein, collectively, as the Contract Documents, and are by this reference incorporated into and made a part of this Agreement ("Agreement").

**B.** On \_\_\_\_\_, 2014, the City Council of City of San Angelo, approved the selection of Provider and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

## **1. TERMS**

- A.** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- B.** The term of this Agreement shall be for three (3) years commencing on the effective date hereof.

## **2. OPTION TO EXTEND**

City shall have two (2) option(s) to extend the term hereof for a period of one (1) year each, subject to availability, appropriation of funds and to agreement of both parties. Provider shall notify the City of its desire to exercise the option for each additional extension in writing ninety (90) days prior to the expiration of the agreement.

## **3. SCOPE OF SERVICE**

- A.** Provider agrees to provide Services at various city facilities, furnishing all labor, materials, paper products, chemicals and equipment for complete janitorial services, as specifically described, and under the special terms and conditions set forth in Exhibit “A” hereto, which by this reference is incorporated into and made a part of this Agreement.
- B.** Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit “A”.

## **4. COMPENSATION**

- A. The amount of compensation payable by the City to Provider shall be based on the rates described in Exhibit “B” hereto, which by this reference is incorporated into this Agreement.
- B. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) calendar days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures should City require one to be performed. No advance payments shall be made at any time.

## **5. OWNERSHIP OF DOCUMENTS**

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

## **6. AUDIT AND INSPECTION RIGHTS**

- A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
- B. City may, at reasonable times during the term hereof, inspect Provider’s work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit “A”, if applicable. Provider shall make available to City

all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

#### **7. AWARD OF AGREEMENT**

Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

#### **8. PUBLIC RECORDS**

Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

#### **9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Provider, its agents, employees and sub-providers understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. Provider agrees to comply with and observe all applicable laws, city charter, codes and ordinances as they may be amended from time to time. Provider must obtain all necessary permits and licenses that are required in completing the work contracted for in this agreement.

#### **10. VENUE**

Venue for any cause of action arising under this agreement is Tom Green County, Texas. This agreement is governed by the laws of the State of Texas both as to interpretation and performance. This agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

## **11. INDEMNIFICATION**

Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as “Provider”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which provider’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.

## **12. DEFAULT**

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned

to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

### **13. RESOLUTION OF CONTRACT DISPUTES**

Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-five Thousand and 00/00 Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds Twenty-five Thousand and 00/00 Dollars (\$25,000.00), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

### **14. CITY'S TERMINATION RIGHTS**

**A.** City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall

City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

- B.** City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

## **15. INSURANCE**

Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

16. SPECIAL INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION:

1. GENERAL INDEMNIFICATION. PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF PROVIDER OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PROVIDER HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE PROVIDER TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2. PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY



(INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING UNDER THIS AGREEMENT.

3. **RETROACTIVE APPLICATION.** THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER.

**B. INSURANCE:**

1. **GENERAL CONDITIONS.** The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Agreement.

a) **Satisfactory Companies.** Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

b) **Named Insureds.** All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

c) **Waiver of Subrogation.** Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

d) **Certificates of Insurance.** At or before the time of execution of this Agreement, Provider shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Provider and insurance company shall immediately provide written

notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. Beauregard Ave., San Angelo, Texas 76903.

e) Provider's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of the indemnification provisions of this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

f) Sub-providers' Insurance. Provider shall cause each Sub-Provider and Sub-Sub-Provider of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Sub-providers and Sub-Sub-Providers to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each Sub-Provider and Sub-Sub-Provider.

**2. TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

a) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than provider's employees) and damage to property of city or others arising out of the act or omission of provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent providers (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 1,000,000.00	<b>General Aggregate</b>
\$ 500,000.00	<b>Products – Completed Operations</b>
\$ 500,000.00	<b>Personal &amp; Advertising Injury</b>
\$ 500,000.00	<b>Each Occurrence</b>
\$ 100,000.00	<b>Fire Damage (any one fire)</b>

b) Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

**\$ 500,000.00      Combined Single Limit**

c) Workers’ Compensation and Employer’s Liability. If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect provider against all claims under applicable state workers’ compensation laws and employer’s liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers’ compensation law. Coverage shall not be less than:

Statutory Amount	Workers’ Compensation
<b>\$ 500,000.00</b>	<b>Employer’s Liability, Each Accident</b>
<b>\$ 500,000.00</b>	<b>Employer’s Liability, Disease - Each Employee</b>
<b>\$ 500,000.00</b>	<b>Employer’s Liability, Disease – Policy Limit</b>

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers’ compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

## 17. NONDISCRIMINATION

Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider’s

performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

#### **18. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Provider must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Provider -- not City -- must verify eligibility for employment as required by IRCA.

#### **19. INDEBTEDNESS TO CITY**

Provider agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

#### **20. ASSIGNMENT**

This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

#### **21. NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CITY:**

City of San Angelo  
Attn: Ron Lewis  
72 West College Ave.  
San Angelo, Texas 76903  
Phone: (325) 234-8609  
Email: ron.lewis@sanangelotexas.us

**TO PROVIDER:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_  
Phone: ()  
Email:

**22. MISCELLANEOUS PROVISIONS**

- A.** This Agreement shall be construed and enforced according to the laws of the State of Texas.
- B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

### **23. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

### **24. INDEPENDENT PROVIDER**

Provider has been procured and is being engaged to provide services to City as an independent provider, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

### **25. HISTORICALLY UNDERUTILIZED BUSINESSES PROCUREMENT**

#### **PROGRAM:**

City has established a Historically Underutilized Businesses Procurement Program ("HUB Program") designed to increase the volume of City procurement and agreements with minorities and women-owned businesses. Provider understand and agrees that City shall have the right to terminate and cancel this Agreement, without notice or penalty to City, and to eliminate Provider from consideration and participation in future City contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as a minority and/or a woman-owned business and/or the quality and/or type of minority or woman-owned business participation.

### **26. AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by City and Provider, without further approval of City Council, unless such approval is otherwise required by law, subject to availability and appropriation of funds. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

#### **27. CONTINGENCY CLAUSE**

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

#### **28. REAFFIRMATION OF REPRESENTATIONS**

Provider hereby reaffirms all of the representations contained in this Agreement and included in Exhibit “A” attached hereto and made a part thereof.

#### **29. DOCUMENTS OF INCORPORATION**

This Agreement is expressly made subject to all attachments hereto, to all of the attachments, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. The foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

#### **30. ENTIRE AGREEMENT**

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**31. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

**32. REAFFIRMATION OF REPRESENTATIONS**

Provider hereby reaffirms all of the representations contained in RFP No.CFM-01-14.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**“City”**  
**CITY OF SAN ANGELO, a municipal corporation**

ATTEST:

\_\_\_\_\_  
Alicia Ramirez, City Clerk

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

**“Provider”**  
\_\_\_\_\_

By: \_\_\_\_\_,  
\_\_\_\_\_, TITLE

ATTEST:  
\_\_\_\_\_, Secretary



*EXHIBIT "A"*

*Scope of Work*

*EXHIBIT "B"*

*Fee Schedule*

**SERVICES AGREEMENT  
BETWEEN CITY OF SAN ANGELO, TEXAS  
AND \_\_\_\_\_**

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Lysia H. Bowling City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
John Seaton, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Roger Banks, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ron Lewis, Construction & Facility Manger

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## 6. GENERAL SPECIFICATIONS

### 6.1. Scope Of Work

The City of San Angelo is accepting sealed proposals for janitorial services at various city facilities. The successful respondent shall furnish all labor, materials, paper products, chemicals and equipment for complete janitorial services per the following specifications.

### 6.2. General Conditions

1. Provide adequate janitorial staff to perform specifications according to professional industry standards. Janitorial staff shall wear I.D. badges, apron or vest at all times.
2. It is the respondent's responsibility to inspect each facility and be familiar with the work to be performed, calculating building square footages, working conditions in each facility, schedules and/or time of day building can be accessed and to be familiar with deactivation and activation of burglar alarm systems.
3. The contractor will be responsible for payment or reimbursement of police response to false alarms, at the current rate at the time the response is made, if it is determined that the contractor or employees of the contractor has failed to set and/or turn off alarms.
4. Provide all floor equipment necessary for janitorial specifications; equipment to include but not be limited to: burnishing machines, strippers, vacuums, extractors and all associated pads and products necessary for the proper care of flooring systems.
5. Only the insured contractor and employees will be permitted on the premises. The contractor and all employees shall be bondable. Due to the sensitive nature within many offices spaces/divisions and in an effort to provide security for any documents that may be encountered during the course of the contractors and/or the employees duties, the contractor shall conduct a background check for current and future employees that will be assigned to work at any City facility. The Contractor shall provide (1) the results of the background check to the Construction and Facilities Manager, (2) a list of all employees and locations where each employee will be assigned. The contractor shall continuously provide an updated list of employees and their work locations to each Department or Building Supervisor. The Contractor is responsible for reporting to the City and the return of any security cards (or other items issued by the City). This notification shall be tendered within two working days. The standards for determining acceptance of employment shall be equal to the standards currently in use by the City of San Angelo's Human Resources Department for general employment. Those persons not passing the above stated standards shall not be employed on City owned, leased, rented, or operated properties.
6. Upon award of the contract, essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements. THE CONTRACTOR SHALL NOT ALTER ANY LOCK OR REPRODUCE ANY KEY. The contractor must return all issued keys at the termination of the contract.
7. The City of San Angelo or Contractor shall reserve the right to terminate the janitorial contract for non-performance of janitorial services as described in the specifications and according to the provisions as stated in the contract document.

8. Janitorial Contractor shall be available to meet monthly at a designated location to discuss any issues related to janitorial services with Facility Managers as scheduled by the City. The Contractor and representatives of the City of San Angelo shall meet at least quarterly (90 days) to discuss service performance.
9. The City of San Angelo Facilities Maintenance staff shall have access to all supplies and equipment on premises for restocking of dispensers (as needed) and for spills and other hazards.
10. Should there be a need to add or delete janitorial services; the contractor shall adjust the monthly charge outlined in Section 4 and a Change Order issued by the City. The adjusted price shall become effective on the following months billing cycle.
11. Change Orders exceeding \$25,000 must be approved by the City Manager and Change Orders \$50,000 or greater must be approved by the City Council. No contract may be increased by more than the 25% of the amount awarded by the City Council.
12. The Janitorial Contractor may use any electrical outlets not designated for computer equipment. Those outlets that do not have anything plugged into them may be used. It is not permitted to unplug any equipment to use an outlet. In the event an electrical cord is accidentally unplugged, the Contractor will leave the equipment unplugged and notify the City's representative on the next workday by 8:15 a.m.
13. No unauthorized use of city equipment or personal items will be permitted (i.e., computers, printers, copiers, fax machines, telephones, and/or any food items located on desks, break room counters or tables).
14. Janitorial Contractor shall report any repair work needed to be made that are noticed during the execution of their duties. This information is to be reported to the Owner's representative verbally the next business day and in writing within two business days.
15. Janitorial duties are to begin no earlier than 5 p.m. Monday - Friday, and be completed before start of each office workday, unless otherwise noted or scheduled. The Janitorial Contractor's supervisor(s) shall contact on a regular basis (at minimum every other day) the Owner's Facility Manager(s) to inquire of the quality of the work or any special needs.
16. Due to safety concerns for the general public and for the janitorial staff, during normal work hours (generally Monday through Friday and from 8 a.m. until 5 p.m.), any obstructions to normal hearing, unless prescribed by a licensed physician, is proscribed.



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **7. BUILDING SPECIFICATIONS**

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**Accounting Office**

108 N. Farr (Approx. 1,745 Square Feet)

Hours available for regular Janitorial Services Mon-Wed-Fri 4pm-5pm

**Base Bid - Full Janitorial Services (3 X per Week; Generally Mon, Wed, & Fri)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
<b>1</b>	Sweep and mop west side entry vestibule	Thoroughly vacuum all carpeted areas	Clean all inside window glass, dust window ledges and window blinds	Clean all carpet areas. Steam clean or extraction methods are acceptable. Carpet cleaning to done on Holidays or weekends only. Contractor to provide a list of areas cleaned (generally each May and September) to the Facility Manager or his designee.
<b>2</b>	Vacuum and spot clean all carpet pathway areas	Clean all glass in west side entry vestibule	Clean all outside window glass	

**Note 1:** Contractor shall provide all cleaning agents, labor, supplies, and equipment necessary to perform the work described in the above specifications.

**Note 2:** From centrally located collection points, the Contractor shall provide: trash removal for the above facility.

**Note 3:** City shall provide trash can liners.

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**City Hall**

72 W. College Avenue (Approx. 24,972 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am

**Base Bid - Full Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually or Annually</b>
<b>1</b>	<p align="center"><b>Monday-Wednesday-Friday</b></p> <p>Sweep and mop all floors and stairways.</p>	<p align="center"><b>Monday-Wednesday-Friday</b></p> <p>Machine buff all epoxy terrazzo floors. Machine buff all marble floors on First Floor Main Lobby. Remove scuff marks.</p>	<p>Apply one coat of wax to all Epoxy Terrazzo and Marble Floors.</p>	<p>Semi-annually- Strip and apply finishing products following the manufacturers recommendations for daily, periodic, and monthly care of <b>Marmoleum Flooring</b>. COSA Facilities Maintenance shall provide all Marmoleum Floor cleaning and finishing products.</p>
<b>2</b>	<p><b>Using a mop designated JUST for restrooms:</b></p> <p>Mop all restroom floors with disinfectant. Clean and disinfect all restroom fixtures (including all stainless steel partitions and diaper changing stations - where installed). Clean and disinfect all drinking fountains.</p>	<p align="center"><b>Tuesday- Thursday</b></p> <p>(Using Marmoleum Floor Cleaner) Sweep, mop, and machine buff all Marmoleum floors. Remove scuff marks.</p>	<p align="center"><b>Using FORBO floor finish</b></p> <p>Apply one coat of Marmoleum Floor Finish to all linoleum floor surfaces</p>	<p>Semi-annually- Strip and apply finishing products (wax) following the manufacturers recommendations . For Terrazzo and marble flooring, apply a minimum of three coats of wax. Plan and schedule areas to be stripped and waxed with facility manager in order to schedule lighting and air conditioning. This semi-annual scheduling generally will be in May and November.</p>
<b>3</b>	<p>Fill all restroom paper dispensers, soap dispensers and deodorizers</p>	<p><b>Detail dusting within cubicles and offices shall take place as designated:</b></p> <p><b>Monday- 4th Floor; Tuesday- 3rd Floor; Wednesday- 2nd Floor; Thursday- Lobby (and 1st floor mezzanines); Friday- Basement.</b></p> <p>Dust all baseboards, chair rails and door frames.</p>	<p>Clean all inside window glass, dust window ledges and window blinds</p>	<p>Annually- Clean all carpet areas. Steam cleaning or extraction methods are acceptable. Carpet cleaning to done on weekends or holidays only. Plan and schedule carpet areas to be cleaned with facility manager (generally each May).</p>
<b>4</b>	<p>Clean all mirrors. Spot clean all interior glass windows and doors.</p>	<p align="center"><b>Tuesday- Thursday</b></p> <p>Polish handrails on all floors and door handles/push plates on Main Lobby doors (inside and out).</p>		<p>Use manufacturers specifications for cleaning wool carpet (where installed).</p>

**City Hall**

72 W. College Avenue (Approx. 24,972 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am

**Base Bid - Full Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually or Annually</b>
<b>5</b>	<p><b>For Waterless Urinals:</b> Use factory specified cleaning agents according to manufacturer's specifications.</p>	<p><b>Tuesday- Thursday</b> Polish handrails on all floors and door handles/push plates on Main Lobby doors (inside and out).</p>		
<b>6</b>	<p>Empty trash receptacles from centrally located collection points and replace with new trash can liners.  Place refuse outside building in roll-off dumpster.</p>	<p>Thoroughly vacuum all carpet areas. Plan and schedule areas to be vacuumed with facility manager  <b>Detail vacuuming within cubicles and offices shall take place as designated: Monday- 4th Floor; Tuesday- 3rd Floor; Wednesday- 2nd Floor; Thursday- Lobby (and 1st floor meeting room and Symphony office); Friday- Basement.</b></p>		
<b>7</b>	<p>Vacuum and spot clean all carpet pathway areas.</p>			
<b>8</b>	<p>Disinfect break room tables, chairs, countertops and microwave inside and out.</p>	<p>Polish all Elevator brass plates inside elevator and at each floor on walls.</p>		
<b>9</b>	<p>All building exterior doors shall be kept closed and locked at all times.</p>	<p>Office staff wishing to have their areas dusted shall move personal items and papers from areas that are to be dusted.</p>		

**Note 1:** City shall provide: hand soap, trash can liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents, and equipment necessary to perform the work described in the above specifications.

**City Hall**

72 W. College Avenue (Approx. 24,972 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am

**Base Bid - Full Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually or Annually</b>
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**Note 3:** Contractor shall place large trash collection receptacle outside of building for pick-up on Tuesday and Friday evenings. COSA employees will return the trash collection receptacles the following day.

**Note 4:** Carpeted areas in the 4th floor and the East Reception/Meeting room on the 1st floor of City Hall are WOOL, ensure that extraction methods do not damage the carpet. Use manufacturers' recommended cleaning/extraction methods.

**Note 5:** From centrally located collection points on each floor, the Contractor shall dispose of trash and replace the can liners for the above facility.

**Community Development Building**

52 W. College Avenue (Approx. 14,669 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am (WIC Areas Mon-Thu after 6pm and before 7am and all day Friday)

**Base Bid - Full Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually or Annually</b>
<b>1</b>	<p align="center"><b>Monday-Wednesday-Friday</b></p> <p>Sweep and mop all floors and stairways.</p>	<p align="center"><b>Monday-Wednesday-Friday</b></p> <p>(Using Marmoleum Floor Cleaner) Sweep, mop, and machine buff all Marmoleum floors. Remove scuff marks.</p>	<p>Clean all inside window glass, dust window ledges and window blinds</p>	<p>Semi-annually- Strip and apply finishing products (wax) following the manufacturers recommendations . For Vinyl flooring, apply a minimum of three coats of wax. Plan and schedule areas to be stripped and waxed with facility manager in order to schedule lighting and air conditioning. This semi-annual scheduling generally will be in May and November.</p>
<b>2</b>	<p><b>Using a mop designated JUST for restrooms:</b></p> <p>Mop all restroom floors with disinfectant. Clean and disinfect all restroom fixtures (including all stainless steel partitions and diaper changing stations - where installed). Clean and disinfect all drinking fountains.</p>	<p>Dust all baseboards, stair rails and doorframes.</p>	<p align="center"><b>Using FORBO floor finish</b></p> <p>Apply one coat of Marmoleum Floor Finish to all linoleum floor surfaces</p>	<p>Semi-annually- Strip and apply finishing products following the manufacturers recommendations for daily, periodic, and monthly care of <b>Marmoleum</b> Flooring. COSA Facilities Maintenance shall provide all Marmoleum Floor cleaning and finishing products. Plan and schedule Marmoleum areas to be cleaned with facility manager (generally May and November).</p>
<b>3</b>	<p>Fill all restroom paper dispensers, soap dispensers and deodorizers</p>	<p><b>Detail dusting within cubicles and offices shall take place as designated:</b></p> <p><b>Monday- 1st floor cubicles and offices;</b>  <b>Wednesday- 2nd Floor Offices</b>  <b>Friday- WIC</b></p> <p><b>Tuesdays:</b>  Dust all baseboards, chair rails and door frames.</p>	<p>Apply one coat of floor wax to all Vinyl floor surfaces</p>	<p>Annually- Clean all carpet areas. Steam cleaning or extraction methods are acceptable. Carpet cleaning to done on weekends or holidays only. Plan and schedule carpet areas to be cleaned with facility manager (generally each May).</p>
<b>4</b>	<p>Clean all mirrors. Spot clean all interior glass windows and doors.</p>	<p>Clean all interior office glass windows.</p>		

**Community Development Building**

52 W. College Avenue (Approx. 14,669 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am (WIC Areas Mon-Thu after 6pm and before 7am and all day Friday)

**Base Bid - Full Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually or Annually</b>
<b>5</b>	Empty all trash receptacles and replace with new trash can liners. Place refuse outside building in dumpster.	Thoroughly vacuum all carpet areas.  <b>Monday- 1st floor cubicles and offices; Wednesday- 2nd Floor Offices Friday- WIC</b>		
<b>6</b>	Vacuum and spot clean all carpet pathway areas	Polish handrails on all stairs		
<b>7</b>	Disinfect break room tables, chairs, countertops and microwave inside and out.	Polish all Elevator stainless steel plates inside elevator and at each floor on walls.		
<b>8</b>	All building exterior doors shall be kept closed and locked at all times.	Polish handrails on all floors and door handles		
<b>9</b>	Wipe finger prints from all Elevator doors, plates inside elevator and at each floor on walls.	<b>Thursday night, prior to leaving, ensure that the glass door leading into WIC offices is locked</b>		
<b>10</b>	Empty exterior trash container located outside of WIC entrance. and at <b>ALL</b> other trash collection points.			
<b>11</b>	<b>For Waterless Urinals:</b>  Use factory specified cleaning agents and according to manufacturer's specifications.			

**Note 1:** City shall provide: hand soap, trash can liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

**Note 3:** WIC offices are open Monday - Thursday, 7:00am until 6:00pm. Weekly, Monthly, Semi-Annual and Annual Cleaning may be scheduled on Fridays.

**Note 4:** Contractor shall place large trash collection receptacle outside of building for pick-up on Tuesday and Friday evenings. COSA employees will return the trash collection receptacles the following day.

**Construction & Facilities Maintenance**

134 Henry O. Flipper St. (Approx. 1,949 Square Feet)

Hours available for regular Janitorial Services Fri between 7:30am and 4:30pm

**Base Bid - Full Janitorial Services**

**Weekly - Every Friday**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>
<b>1</b>		Vacuum carpets		Semi-annually- Strip and apply finishing products following the manufacturers recommendations for daily, periodic, and monthly care of Marmoleum Flooring. COSA Facilities Maintenance shall provide all Marmoleum Floor cleaning and finishing products. Plan and schedule Marmoleum areas to be cleaned with facility manager (generally May and November).
<b>2</b>		Sweep & mop kitchen floor		Annually- Clean all carpet areas. Steam cleaning or extraction methods are acceptable. Carpet cleaning to done on weekends or holidays only. Plan and schedule carpet areas to be cleaned with facility manager (generally each May).
<b>3</b>		Mop and clean bathrooms (2)- Disinfect all restroom fixtures.		
<b>4</b>		Mop and clean break room floor	<b>Apply 1 coat of floor wax to break room floor</b>	

**Note 1:** City shall provide: hand soap, trash can liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

**Note 3:** Contractor shall provide trash removal for the above facility.



**Emergency Operations Center**  
8485 Hanger Rd. (Approx. 10,959 Square Feet)  
Hours available for regular Janitorial Services Mon-Fri between 8:00am and 4:00pm  
**Base Bid - Janitorial Services**  
Three Days each Week (Generally - Mon., Wed., Fri.)

	<b>Three days each week</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annually / Annually</b>
<b>1</b>	Empty all trash receptacles. Replace with new can liners. All refuse to be place in proper trash receptacles.	Damp mop and spray buff all resilient floors in restrooms to maintain shine.	Dust all office furniture (i.e. desks, filing cabinets, book shelves, tables, etc.) and equipment. Plan and schedule areas to be dusted with facility manager.	Damp wipe toilet waste paper receptacles, stall partitions, doors, window sills, and frames.	Wash all mini blinds once annually and dust blinds within 6 months from washing once annually.
<b>2</b>	Sweep entrances, lobbies, and corridors.	Clean walls around all light switches, doors and door knobs.	Completely sweep and / or vacuum carpets.		<b>Semi-Annually</b> - Vacuum or dust all wall surfaces in the building within 70 inches of the floor
<b>3</b>	Spot sweep floors and spot vacuum carpets.	Spot Clean Carpet stains	Clean all interior office glass windows and doors		Strip and apply wax to all Vinyl Flooring. Plan and schedule areas to be cleaned with facility manager (generally May and November).
<b>4</b>	Clean and disinfect drinking fountains.	Thoroughly vacuum all carpet areas. Plan and schedule areas to be vacuumed with facility manager	Spot clean all wall surfaces within 70 inches of the floor.	-	<b>Annually</b> - Shampoo carpets.
<b>5</b>	Sweep and damp mop or scrub restrooms. Clean all toilet fixtures.		Clean all exterior glass windows and door glass		
<b>6</b>	Insure that all dispensers are full and operational.				
<b>7</b>	Dust horizontal surfaces that are readily available and visibly require dusting.				

**Note 1:** City shall provide: hand soap, trash can liners, paper towels, toilet paper and toilet seat liners.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

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**Ralph Chase State Building and Texas Workforce Commission**

622 S. Oakes (Approx. 81,358 Square Feet) and 202 Henry O. Flipper (Approx. 19,124 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am (Day Porters on site between 8am and 5pm)

**Base Bid - Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi Annually</b>
<b>1</b>	Clean and disinfect all restrooms, urinal, toilets, wash basins, and drinking fountains	Spray buff all floors twice weekly. Remove scuff marks.	Dust all partitions, doors, window ledges and window blinds.	Strip and wax all non carpeted floors. Apply a minimum of 3 coats of floor wax. Wax shall be slip resistant to meet current approved industry standard provided by vendor. Plan and schedule areas to be cleaned with facility manager. Contractor to provide a list of floors completed to facility manager.	Clean all carpeted areas and floor rugs when needed and/or as requested by facility manager. Steam or extraction methods acceptable. Carpet cleaning to be done in the months of May and November, on weekends or on Holidays only. Contractor to provide a list of areas completed to facility manager.
<b>2</b>	Sweep and mop with disinfectant, all restroom floors.	Dust all baseboards and door frames.	Clean all ceiling fan blades.		Clean interior and exterior light diffusers when needed or as requested by facility manager.
<b>3</b>	Insure all deodorizers in restrooms, break rooms. And waiting area are filled and operational. Contractor shall be responsible for replacement of air fresheners and batteries.	Dust desks and filing cabinets. Dusting to take place on Fridays. Agency employees will remove all personal and client information from desks prior to cleaning.	Dust and/vacuum all air conditioning and exhaust grills.		Wash all windows, glass doors, glass partitions, etc...
<b>4</b>	Thoroughly clean break rooms (including but not limited to wiping tables, countertops, sinks, vending machines, and inside and outside of microwaves)	Thoroughly clean both sides of each agencies entry door.	Brush down all walls, ceiling vents, and light fixtures.		Contractor and facility manager to meet for discussion on updates on progress and/or discussion of problems or changes.
<b>5</b>	Vacuum, sweep, and/or dust mop all floor and vestibules.	Clean and wipe down both sides of all exterior entrance doors.			

**Ralph Chase State Building and Texas Workforce Commission**

622 S. Oakes (Approx. 81,358 Square Feet) and 202 Henry O. Flipper (Approx. 19,124 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am (Day Porters on site between 8am and 5pm)

**Base Bid - Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi Annually</b>
<b>6</b>	Detergent mop, rinse, and dry all non-carpeted floors; vacuum carpets and floor rugs; spot clean carpet and floor rugs.	Contractor's supervisor and facility manager to meet and discuss problems and/or changes.			
<b>7</b>	Clean and fill all restroom dispensers, as necessary.				
<b>8</b>	Empty and clean all exterior ash trays, urns, pick up cigarette butts from sidewalks, and empty waste baskets, as needed. Place refuse in proper container.				
<b>9</b>	Remove all refuse from building and place in proper container.				
<b>10</b>	Clean all restroom mirrors, and main entry glass doors and extensions, glass windows in suite doors, glass partitions (where applicable), etc.				
<b>11</b>	Spot clean training tables, rest room partitions, walls, doors, and baseboards.				
<b>12</b>	Spot clean around light switches and door levers.				

**Ralph Chase State Building and Texas Workforce Commission**

622 S. Oakes (Approx. 81,358 Square Feet) and 202 Henry O. Flipper (Approx. 19,124 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm and before 7:30am (Day Porters on site between 8am and 5pm)

**Base Bid - Janitorial Services (5 X per Week)**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi Annually</b>
<b>13</b>	All restrooms and lobby areas are to be services twice daily and at times to be specified by facility manager.				
<b>14</b>	Place all bags of shredding in warehouse for pickup.				

**Note 1:** Contractor shall be responsible for daily collection and disposal of all trash, debris, and cigarette butts located on the building perimeters and in the North and East parking lots (to include the attached small park/seating area).

**Note 2:** Contractor shall provide: hand soap, trash can liners, paper towels, and toilet paper.

**Note 3:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

**Note 3:** Contractor shall provide vacuum cleaners with HEPA filtration systems.

**Note 4:** Contractor shall provide ONE (1) Day Porter for the Ralph Chase State Services Bldg. and the Texas Workforce Bldg. The Day Porters is to carry a cell phone (provided by contractor) to facilitate communication with Facility Manager.

**Note 5:** Contractor shall not allow their staff to clean an office if the door to an office is locked or closed and has a sign on the door knob indicating "No Service". Service is permitted only if the door is open has no sign.

**Note 6:** Contractor shall not allow their staff to clean an office if the door to an office is locked or closed and has a sign on the doorknob indicating "No Service". Service is permitted only if the door is open has no sign.

**Note 7:** Janitorial staff shall ensure that all suite doors are secured and locked at the end of each workday.

**Note 8:** Sign "IN/OUT" notebooks have been designated in each suite. Contractor shall ensure that their staff makes appropriate notations of time spent in each area.

**Note 9:** Contractor shall ensure that their staff submits a written, bi-weekly report to the Facility Manager on work performed.

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**Traffic Operations**

1729 St. Ann St. (Approx. 1000 Square Feet)

Hours available for regular Janitorial Services Fri between 7:00am and 4:00pm

**Base Bid - Janitorial Services**

**Weekly - Every Friday**

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>
<b>1</b>		Sweep & mop Break Room floor		Strip and apply wax to all Vinyl Flooring. Plan and schedule areas to be cleaned with facility manager (generally in May).
<b>2</b>		Mop and clean bathroom. Disinfect all restroom fixtures.		

**Note 1:** City shall provide trash can liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications

**Note 3:** COSA shall provide trash removal for the above facility.

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**Utility Maintenance**

1948 St. Ann St. (Approx. 840 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 4:30pm

**Base Bid - Janitorial Services**

**BI-WEEKLY (every Wednesday and Friday after 4:30pm)**

	<b>Bi-Weekly-Office/Work Areas</b>	<b>Bi-Weekly-Rest Rooms</b>	<b>Monthly</b>	<b>Semi-Annually</b>
<b>1</b>	Empty all trash receptacles and replace trashcan liners. All trash shall be placed in dumpster	Empty all trash receptacles and replace trashcan liners. All trash shall be placed in dumpster	Vacuum and/or brush any upholstered furniture	Strip and wax all non-carpeted floors. Apply a minimum of 3 coats of wax. Wax shall be slip resistant to meet current approved industry standard provided by vendor. Plan and schedule areas to be cleaned with facility manager (generally May and November).
<b>2</b>	Sweep or vacuum all interior door mats	Damp mop & disinfect all restroom floors.	Clean shelving ends	
<b>3</b>	Sweep or dust mop tile and other hard surface floors	Clean walls (as needed)	Clean all Partition glass	
<b>4</b>	Damp mop tile and other hard surface floors.	Clean all mirrors and metal surfaces	Perform high and low dusting (i.e., window ledges and window blinds, cabinet tops, etc.)	
<b>5</b>	Clean doorknobs, lever handles, push plates, push bars, pull handles, light switches, and door surfaces.	Clean and disinfect/sanitize all toilets and urinals (to include underneath and all exterior surfaces)	Dust all blinds, and windowsills. Clean interior and exterior window glass	
<b>6</b>	Clean countertops and office desks without moving items on desks.		Treat wooden baseboards to remove dust and promote longevity	
<b>7</b>	Clean and disinfect all water fountains and sinks.			

**Note 1:** COSA Utility Maintenance will provide hand soap, trashcan liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all cleaning agents and equipment necessary to perform the work described in the above specifications.

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**Water Billing**

122 W. 1<sup>st</sup> St. (Approx. 7,120 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm

Base Bid - Janitorial Services

**Five Days (Monday-Friday)**

	<b>Three days each week</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually</b>
<b>1</b>	Sweep and mop all floors and stairways. Mop all restroom floors with disinfectant. Remove scuffmarks.	Buff all floors twice weekly. Remove scuffmarks.	Dust all window ledges and window blinds. Clean windows on the inside of all offices.	Clean all carpet areas. Steam cleaning or extraction methods are acceptable. Carpet cleaning to be done on weekends or holidays only. Plan and schedule carpet areas to be cleaned with facility manager (generally each May and November).
<b>2</b>	Disinfect all restroom fixtures	Dust all baseboards, doorframes, all furnishings (desks, filing cabinets, etc.) City employees will clear areas to be dusted.		
<b>3</b>	Insure all restroom deodorizers and all other dispensers are filled and operational.			
<b>4</b>	Clean all mirrors and glass doors all floors.			
<b>5</b>	Empty all trash receptacles and replace trashcan liners. All trash shall be placed in dumpster.			
<b>6</b>	Vacuum and spot clean all carpet areas all floors			
<b>7</b>	Clean break room tables & counters. Clean microwave inside and out.			
<b>8</b>	Turn off all lights and lock all office doors and building exit doors before leaving. All building exit doors shall be kept locked at all times.			

**Water Billing**

122 W. 1<sup>st</sup> St. (Approx. 7,120 Square Feet)

Hours available for regular Janitorial Services Mon-Fri after 5pm

Base Bid - Janitorial Services

**Five Days (Monday-Friday)**

	<b>Three days each week</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi Annually</b>
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**Note 1:** City shall provide hand soap, trashcan liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

**Note 3:** Contractor shall provide trash removal for the above facility.

**Water Quality Lab**

1324 Metcalfe (Approx. 2,000 Square Feet)

Hours available for regular Janitorial Services Mon-Fri 9am-11am

**Base Bid - Janitorial Services**

**BI-MONTHLY (Every other Friday between 9am - 11am)**

	<b>LAB AREA</b>	<b>RESTROOMS</b>	<b>STAIRWELLS</b>	<b>Technician &amp; Superintendant Work Areas</b>	<b>GENERAL INSTRUCTIONS</b>
<b>1</b>	Sweep and mop all tile floors.	Mop all restroom floors with disinfectant. Clean and disinfect all restroom fixtures (i.e., toilets, sinks, etc.)	Sweep and mop stairwells	Empty trash cans & replace with new can liners	Clean all glass surfaces
<b>2</b>	Empty trash cans & replace with new can liners.	Fill all restroom paper dispensers, soap dispensers and deodorizers	Dust hand rails	Sweep and mop floors, light dusting where able	All refuse to be compiled and placed into the large receptacle at the Lab Entrance

**Note 1:** **COSA** Water Quality Lab shall provide hand soap, trashcan liners, paper towels, and toilet paper.

**Note 2:** Contractor shall provide all labor, supplies, cleaning agents and equipment necessary to perform the work described in the above specifications.

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**8. PROPOSAL SUBMISSION FORMAT**

The Purchasing Department WILL NOT accept oral proposals or proposals received by telephone, email, or fax machine. The proposal must be submitted in hard copy. The proposer shall submit one (1) original (unbound) and three (4) copies (bound or 3-ring binder) of the proposed submission, plus one (1) electronic copy in PDF format on CD or flash drive.

Proposals shall be submitted in the format indicated in Table 1. The content of each chapter is described below. Proposers shall submit their proposals on the forms provided in this RFP. The proposer may also provide supplemental marketing or technical materials, to be packaged separately from the proposal. No materials provided by the proposer will be returned at any time during or following this procurement.

<b>TABLE 1</b>	
<b>RFP Proposal Submission Format</b>	
<b>Chapter</b>	<b>Title</b>
Chapter 1	Pricing Schedule
Chapter 2	Statement of Organization
Chapter 3	Method of Approach
Chapter 4	Experience and Performance History
Chapter 5	References
Chapter 6	Key Personnel
Chapter 7	Miscellaneous Forms

**SUBMITTAL DETAIL:**

**Chapter-1. Pricing Schedule** - Proposed Pricing and Bid Security

**Chapter-2. Statement of Organization** – Proposer shall complete Statement of Organization Form. Proposers are permitted to supply additional information that will assist the City in understanding the proposer’s organization.

**Chapter-3. Method of Approach** – Proposer must provide a thorough description of the overall approach to providing Janitorial Services and describe why this is the best approach for the City.

**Chapter- 4. Experience and Performance History** – Proposer must disclose the amount of time that Proposer has been performing service under its current business name. Proposers shall provide a list of municipalities similar to the City for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting a proposal.

**Chapter- 5. References** – Proposers shall provide a minimum of three (3) references from officials at public agencies, cities, or towns served by the proposer with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted or Attachment “A” may be used.

**Chapter - 6. Key Personnel** – The successful proposer shall provide all personnel required to perform the scope of Services. Proposer shall ensure personnel bear some means of individual identification, such as uniform with name badges, nametags, or identification cards. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.

**Chapter - 7. Miscellaneous Forms** – Submit following forms in this section:

- IRS W9 Form
- Conflict Of Interest Questionnaire (Form CIQ)
- Debarment And Suspension Certification
- Vendor Compliance With Reciprocity On Non-Resident Respondents





**PROPOSED PRICING SCHEDULE FORM**

**Company Name** \_\_\_\_\_

Line No	Facility Name			
	Approx Square Feet			
	Frequency	Price/Month	Price/Year	
1	Accounting [1,745 sq.ft.] Monday-Wednesday-Friday	\$	X 12 =	\$
2	City Hall [24,972 sq.ft.] Monday through Friday	\$	X 12 =	\$
3	Community Development Building [14,669 sq.ft.] Monday through Friday	\$	X 12 =	\$
4	Construction & Facilities Maint. [1,949 sq.ft.] Every Friday	\$	X 12 =	\$
5	Emergency Operations Center [10,959 sq.ft.] Monday-Wednesday-Friday	\$	X 12 =	\$
6	Traffic Operations [1,000 sq. ft.] Every Friday	\$	X 12 =	
7	Utility Maintenance [840 sq.ft.] Every Wednesday and Friday	\$	X 12 =	
8	Water Billing [7,120 sq.ft.] Monday-Wednesday-Friday	\$	X 12 =	\$
9	Water Quality Lab [2,000 sq.ft.] Every other Friday	\$	X 12 =	\$
10	Ralph Chase State Building. [81,358 sq.ft.] Monday through Friday	\$	X 12 =	\$
12	Texas Workforce Commission [ 19,124 sq.ft.] Monday through Friday	\$	X 12 =	\$
<b>Total Proposed Price (All Facilities)</b>		\$	X 12 =	\$

**COOPERATIVE PURCHASING:** Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: \_\_\_\_\_ Yes \_\_\_\_\_ No

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. Tom Green County, etc)

Contractor agrees to provide all services and products necessary for complete daily or scheduled janitorial services for all facilities (includes paper goods, cleaning products and all equipment) as stated in the specifications

Contractor agrees to provide scheduled cleaning of restroom fixtures, mirrors, trash can liner replacement (in all standard and large shared trash cans), stainless steel partitions, floor care in all areas (i.e., daily vacuuming, scheduled stripping, buffing, extraction, cleaning of brass handrails, cleaning interior/exterior of elevator(s), cleaning of all glass doors & windows) as stated in the specifications

### Authorized Signature/Contact Information

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

*Please attach an IRS form W-9*

***Proposals which are not signed and dated or which do not comply with all of requirements herein, may be considered non-responsive and rejected.***





**COMPANY BACKGROUND**

1. **Number of years in business as a Custodial Contractor:** \_\_\_\_\_ years
2. **How long have you been at your present address?** \_\_\_\_\_ Years \_\_\_\_\_ Months
3. **List Your Previous Business address:**

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How long were you at your previous address? \_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.**

<b>Location</b>	<b>Hours</b>	<b>Crew Leader</b>	<b>Service Personnel</b>
Accounting Office	_____	_____	_____
City Hall	_____	_____	_____
Community Development Building	_____	_____	_____
Construction & Facility Maintenance	_____	_____	_____
Emergency Operations Center	_____	_____	_____
Traffic Operations	_____	_____	_____
Ralph Chase State Building	_____	_____	_____
Texas Workforce Commission	_____	_____	_____
Traffic Operations	_____	_____	_____
Utility Maintenance	_____	_____	_____
Water Billing	_____	_____	_____
Water Quality Lab	_____	_____	_____

**Number of existing full time employees**

- Administrative \_\_\_\_\_
- Supervisory \_\_\_\_\_
- Crew Leaders \_\_\_\_\_
- Service Employees \_\_\_\_\_

**Number of part time employees**

- Administrative \_\_\_\_\_
- Supervisory \_\_\_\_\_
- Crew Leaders \_\_\_\_\_
- Service Employees \_\_\_\_\_

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?

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6. Have you or any present partners or officers failed to complete a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give name of owner and/or surety.

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7. Have any claims ever been filed against any Performance Bond or Business Services Bond you held? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give name of owner/or surety:

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8. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.

9. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, and 365 days a year. Does this present a problem?

Yes \_\_\_\_\_ No \_\_\_\_\_

If this is not a problem, how will we reach one of the above people?

\_\_\_\_\_ Pager \_\_\_\_\_ Answering Service \_\_\_\_\_ Home Phone \_\_\_\_\_ Other (Explain)

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10. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there eight (8) hours a day to take phone calls, answer questions, and locate a manager or supervisory person?



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **DISCLOSURE OF CERTAIN RELATIONSHIPS**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "J. D. Baker".

Division Manager, Purchasing

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# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

## This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

### 1. Name of person doing business with local governmental entity.

### 2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

### 3. Name of local government officer with whom filer has affiliation or business relationship.

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

Yes  No

D. Describe each employment of business relationship with the local government officer named in this section.

### 4.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 8/6/13)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor  
Councilmembers: Mayor Pro-Tempore: Charlotte Farmer, SMD 6  
Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3  
Don Vardeman, SMD 4  
Elizabeth Grindstaff, SMD5

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

Scott Tankersley, President  
John Edward Bariou, Jr. - First Vice President  
Tony Villarreal - Second Vice President  
Daniel Anderson - Director  
Richard Crisp - Director  
Tommy Hiebert - Director  
Pedro Ramirez – Director

Executive Director: Roland Peña



### **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within three (3%) to five (5%) percent of the lowest bid price (depending on the amount of the contract) received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000, Service contracts greater than \$500,000.00, and any Telecommunication and Information Technology purchases.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This “Application for Local Preference Consideration” does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

**If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:**

1. Complete the **Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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**Local Preference Consideration Application**

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Business Type:**

- Corporation – Indicate state of incorporation \_\_\_\_\_
- Partnership – Indicate “general” or “limited” \_\_\_\_\_
- Sole proprietorship \_\_\_\_\_

**Basis For Preference** (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**Additional Economic Development Opportunities. If awarded this contract:**

- **How many additional local jobs will this contract generate?** \_\_\_\_\_
- **If no local jobs will be created, how many jobs will be saved?** \_\_\_\_\_
- **What amount of increased tax revenues to the City will this contract generate?** \_\_\_\_\_

**Attachments:** *Describe in writing, AND attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the any additional documents to substantiate the information provided.

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**DEBARMENT AND SUSPENSION CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

## Instructions for Certification

1. By signing and submitting a proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



**VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT RESPONDENTS**

**MUST BE RETURNED WITH THE PROPOSAL**

Government Code 2252.002 provides that, in order to be awarded a contract as low Respondent, a non-resident Respondent must bid or offer Proposals on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident Respondent by the same amount that a Texas resident Respondent would be required to underbid a non-resident Respondent in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident Respondent is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident Respondents in order for your Proposal to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that Respondent. Resident Respondents must check the blank in Section B.

A. Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident Respondents by state law. A copy of the statute is attached.

Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are not required to underbid resident Respondents.

B. Our principal place of business or corporate offices are in the State of Texas: \_\_\_\_\_ .

RESPONDENT:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Date

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**Vendor References-General**

**Company Name:** \_\_\_\_\_

Please list five (5) government and/or businesses (**other than City of San Angelo**) and/or business similar in scope and size who can verify the quality of service your company provides. **References should be of similar size and scope of this proposal.**

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_



**Vendor References-Local**

Company Name: \_\_\_\_\_

Please list five (5) government and/or businesses in the within San Angelo or the immediate area **(other than City of San Angelo)** and/or business similar in scope and size who can verify the quality of service your company provides. **References should be of similar size and scope of this proposal.**

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_