

## EXHIBIT 1

### CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND ORIENTAL BUILDING SERVICES, INC. (RFP 5317)

**THIS CONTRACT** is made and entered into this 19<sup>th</sup> day of November A.D., 2015, by and between Oriental Building Services, Inc. a corporation, whose address is 2526 Manana Drive, Suite 208, Dallas, Texas 75220, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

#### SCOPE OF SERVICES

Contractor shall provide products and or services in accordance with the Contractor's proposal in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "E"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) City of Denton Standard Terms and Conditions (**Exhibit "A"**);
- (b) Special Terms and Conditions (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**);
- (d) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "D"**);
- (e) Contractor's Proposal. (**Exhibit "E"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

# EXHIBIT 1

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

## CONTRACTOR

BY:   
AUTHORIZED SIGNATURE

Date: November 7, 2013

Name: Steve Gye

Title: President

469-522-0001  
PHONE NUMBER

obsco@msn.com  
EMAIL ADDRESS

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: 

## CITY OF DENTON, TEXAS

BY:   
GEORGE C. CAMPBELL, CITY MANAGER

Date: Nov. 25, 2013

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

BY: 

## EXHIBIT 1

### Exhibit A **Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City's solicitation are applicable to Contracts/Purchase Orders issued by the City hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the Sellers Solicitation Response, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated.

**1. CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2. EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

**3. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

## EXHIBIT 1

### 4. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded Contractor who is in arrears to the City for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

5. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms.

### 6. FINAL PAYMENT AND CLOSE-OUT:



## EXHIBIT 1

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

### 7. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

### 8. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

## EXHIBIT 1

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

### 9. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Contractor or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**10. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery

## EXHIBIT 1

of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**11. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**12. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**13. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**14. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

**15. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the

## EXHIBIT 1

Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**16. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**17. FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**18. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**19. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a

## EXHIBIT 1

breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**20. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **EXHIBIT C** The successful Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A- VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton  
Materials Management Department  
901B Texas Street

## EXHIBIT 1

Denton, Texas 76209

vii. The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days’ written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage’s indicated within the Contract.

xiv. The insurance coverage’s specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

21. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor’s ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

22. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or

## EXHIBIT 1

Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**23. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

**24. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

**25. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The

## EXHIBIT 1

Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**26. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

**27. PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**28. ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.



## EXHIBIT 1

29. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

30. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

31. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire (**Exhibit D**).

32. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City, Texas, or his designee under this agreement.

33. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

## EXHIBIT 1

34. **WAIVER:** No claim or right arising out of a breach of the 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. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

35. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

36. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**37. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

## EXHIBIT 1

38. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

39. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

40. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 5:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

41. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

42. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal

## EXHIBIT 1

Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City.

### 43. EQUAL OPPORTUNITY

**A. Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

### 44. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable, in addition to the specific federally funded requirements.

A. Definitions. As used in this paragraph

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

## EXHIBIT 1

**45. RIGHT TO INFORMATION:** The City reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

**46. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

**47. PREVAILING WAGE RATES:** All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.  
<http://www.access.gpo.gov/davisbacon/tx.html>

**48. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**49. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

**50. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**51. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City Procurement Manager in writing of any such damage within one (1) calendar day.

## EXHIBIT 1

52. **FORCE MAJEURE:** The City, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

53. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

54. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

55. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

## **EXHIBIT 1**

### **Exhibit B Special Terms and Conditions**

#### **Total Contract Amount**

The contract total for services shall not exceed \$581,238 per one-year term. Pricing shall be per Exhibit E attached.

#### **Contract Terms**

The contract term will be one (1) year, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the City of Denton's option and approval by the vendor, the contract may be renewed for an additional two (2) one-year periods, as further explained in Renewal Options.

#### **Renewal Options**

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of the section titled "price adjustments", or the section(s) titled "termination". At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

#### **Price Adjustments**

Prices per Exhibit E must be firm for a period of one year from date of contract award. Any request for price adjustment must be accompanied with a detailed itemized cost breakdown including cost of labor, cost of materials, overhead costs, general administrative costs, and profit margin. The itemized costs shall be supported with documentation showing reasonable validation for the price adjustment requested. The price will be increased or decreased based upon the annual percentage change in the documentation. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the percentage change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 90 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)  
RFP #5217

## EXHIBIT 1

Or mail to:  
City of Denton  
Attn: Purchasing Manager  
RFP # 5317  
901B Texas Street  
Denton, Texas 76209

Or call:  
City of Denton Purchasing  
(940) 349-7100

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

### **Hours**

The cleaning hours per week indicated on the Pricing Sheet are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the unit prices. Individual purchase orders will be issued on an as needed basis.

### **Product Changes**

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com), with the RFP number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the Contractor's expense. Products that have been installed will be replaced at the Contractor's expense.

### **Contractor Standards of Performance**

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the contract to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

### **Performance Liquidated Damages**

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

The Contractor shall be assessed a rate of \$50 per hour and shall be deducted from the monthly payment if an outside janitorial vendor has to be called in to perform work not completed by the Contractor. A deduction of twice the amount of the daily cost as determined by the negotiated pricing shall be made for each day in the event of an absence of the



## EXHIBIT 1

Contractor's crew. These penalties will be deducted from the monthly billing.

In the case of non-performance, the Contractor will be given written notice of the areas needing attention. The Contractor will have twenty four (24) hours from the time the notice is delivered to perform to specifications. If the Contractor does not comply to specifications within the designated time, the contract may be terminated. A trip fee of \$50.00 will be charged for each time a Facilities Technician is called out due to janitorial staff setting off the security alarms.

The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

## EXHIBIT 1

### Exhibit C INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

*Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### **STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

## EXHIBIT 1

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

#### **[X] A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this

## EXHIBIT 1

contract, personal injury liability and broad form property damage liability.

### [X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

### [X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

### [ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

### [ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than \_\_\_\_\_ each occurrence are required.

### [ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

## EXHIBIT 1

### ☐ **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

### ☒ **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$100,000 each occurrence are required.

### ☐ **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

## EXHIBIT 1

### ATTACHMENT 1

**[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

**A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project,

## EXHIBIT 1

and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to the contractor:
    - a. a certificate of coverage, prior to the other person beginning work on

## EXHIBIT 1

the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.





# CERTIFICATE OF LIABILITY INSURANCE

Exhibit C

EXHIBIT 1

DATE (MM/DD/YYYY)

11/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Phone: 972-671-9105 Fax: 972-671-9804 <b>GRAYHAWK INSURANCE &amp; RISK MANAGEMENT</b> <b>1740 NORTH COLLINS, SUITE 200</b> <b>RICHARDSON TX 75080</b>	<b>CONTACT NAME: GRAYHAWK INSURANCE &amp; RISK MANAGEMENT</b> <b>PHONE (A/C, No, Ext): 972-671-9105</b> <b>FAX (A/C, No): 972-671-9804</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>JAMES RIVER INSURANCE COMPANY</b></td> <td></td> </tr> <tr> <td>INSURER B : <b>PROGRESSIVE COUNTY MUTUAL</b></td> <td></td> </tr> <tr> <td>INSURER C : <b>TEXAS MUTUAL INSURANCE COMPANY</b></td> <td></td> </tr> <tr> <td>INSURER D : <b>RSUI</b></td> <td></td> </tr> <tr> <td>INSURER E : <b>MERCHANTS</b></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>JAMES RIVER INSURANCE COMPANY</b>		INSURER B : <b>PROGRESSIVE COUNTY MUTUAL</b>		INSURER C : <b>TEXAS MUTUAL INSURANCE COMPANY</b>		INSURER D : <b>RSUI</b>		INSURER E : <b>MERCHANTS</b>		INSURER F :	
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INSURER D : <b>RSUI</b>															
INSURER E : <b>MERCHANTS</b>															
INSURER F :															
<b>INSURED</b> <b>ORIENTAL BUILDING SERVICES, INC.</b> <b>2526 MANANA DRIVE #208</b> <b>DALLAS, TX 75220</b>															

## COVERAGES

**CERTIFICATE NUMBER: 68289**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLA MS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <hr/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			<b>00057686-0</b>	<b>05/08/13</b>	<b>05/08/14</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;"><b>\$ 50,000</b></td></tr> <tr><td>MED. EXP (Any one person)</td><td style="text-align: right;"><b>\$ EXCLUDED</b></td></tr> <tr><td>PERSONAL &amp; ADV NJURY</td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;"><b>\$ 2,000,000</b></td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;"><b>\$ 2,000,000</b></td></tr> <tr><td></td><td style="text-align: right;"><b>\$</b></td></tr> </table>	EACH OCCURRENCE	<b>\$ 1,000,000</b>	DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>\$ 50,000</b>	MED. EXP (Any one person)	<b>\$ EXCLUDED</b>	PERSONAL & ADV NJURY	<b>\$ 1,000,000</b>	GENERAL AGGREGATE	<b>\$ 2,000,000</b>	PRODUCTS - COMP/OP AGG	<b>\$ 2,000,000</b>		<b>\$</b>
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	<b>\$</b>																				
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b> <input type="checkbox"/> <b>OTHER</b>			<b>02196982-0</b>	<b>05/08/13</b>	<b>05/08/14</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> <tr><td>BOD LY INJURY (Per person)</td><td style="text-align: right;"><b>\$</b></td></tr> <tr><td>BOD LY INJURY (Per accident)</td><td style="text-align: right;"><b>\$</b></td></tr> <tr><td>PROPERTY DAMAGE (per accident)</td><td style="text-align: right;"><b>\$</b></td></tr> <tr><td></td><td style="text-align: right;"><b>\$</b></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	<b>\$ 1,000,000</b>	BOD LY INJURY (Per person)	<b>\$</b>	BOD LY INJURY (Per accident)	<b>\$</b>	PROPERTY DAMAGE (per accident)	<b>\$</b>		<b>\$</b>				
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<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$ 10,000</b>			<b>00057688-0</b>	<b>05/08/13</b>	<b>05/08/14</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;"><b>\$ 5,000,000</b></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;"><b>\$ 5,000,000</b></td></tr> <tr><td></td><td style="text-align: right;"><b>\$</b></td></tr> </table>	EACH OCCURRENCE	<b>\$ 5,000,000</b>	AGGREGATE	<b>\$ 5,000,000</b>		<b>\$</b>								
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AGGREGATE	<b>\$ 5,000,000</b>																				
	<b>\$</b>																				
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;"> Y / N  <input checked="" type="checkbox"/> <b>N</b> </div> <div style="clear: both;"></div>		<b>N / A</b>	<b>TSF0001249418</b>	<b>03/10/13</b>	<b>03/10/14</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b></td> <td><input type="checkbox"/> <b>OTHER</b></td> <td style="text-align: right;"><b>\$</b></td> </tr> <tr><td>E L. EACH ACCIDENT</td><td></td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> <tr><td>E L. DISEASE-EA EMPLOYEE</td><td></td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> <tr><td>E L. DISEASE-POLICY LIMIT</td><td></td><td style="text-align: right;"><b>\$ 1,000,000</b></td></tr> </table>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b>	<input type="checkbox"/> <b>OTHER</b>	<b>\$</b>	E L. EACH ACCIDENT		<b>\$ 1,000,000</b>	E L. DISEASE-EA EMPLOYEE		<b>\$ 1,000,000</b>	E L. DISEASE-POLICY LIMIT		<b>\$ 1,000,000</b>		
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E L. DISEASE-POLICY LIMIT		<b>\$ 1,000,000</b>																			
<b>D</b>	<b>EXCESS UMBRELLA</b>			<b>NHA232955</b>	<b>05/08/13</b>	<b>05/08/14</b>	<b>\$5,000,000 LIMIT \$10,000 RETENTION</b>														
<b>E</b>	<b>JANITORIAL THEFT GUARD BOND</b>			<b>2581</b>	<b>02/15/13</b>	<b>02/15/14</b>	<b>\$100,000 LIMIT</b>														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER IS PROVIDED ADDITIONAL INSURED STATUS ON THE GENERAL LIABILITY POLICY BY A BLANKET AUTOMATIC ADDITIONAL INSURED PROVISION THAT PROVIDES ADDITIONAL INSURED STATUS AND ARE PROVIDED A WAIVER OF SUBROGATION FOR GENERAL LIABILITY AND WORKERS COMPENSATION PER THE BLANKET WAIVER OF SUBROGATION ENDORSEMENTS ATTACHED TO THE POLICIES ONLY WHEN THE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AND WAIVER OF SUBROGATION ON THE AUTO POLICY.**

## CERTIFICATE HOLDER

## CANCELLATION

**CITY OF DENTON**  
**RFP #5317**  
**901B TEXAS STREET**  
**DENTON, TX 76209**

**Attention:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Dreiling

**EXHIBIT 1****Exhibit D****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, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 knowingly 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 who has a business relationship 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 an employment or business relationship.**Steve Gye

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 income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

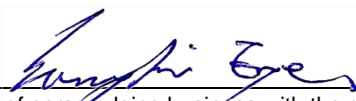
☐ Yes☒ No

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 10 percent or more?

☐ Yes☒ No

D. Describe each affiliation or business relationship.

**4**

  
Signature of person doing business with the governmental entity

November 7, 2013

Date

# Best and Final Offer

Exhibit E

EXHIBIT

Respondent's Name: **Janitorial Building Services, Inc.**

## RFP 5317 - Pricing Sheet for Janitorial Services

The respondent shall complete the yellow cells in the following sections, which directly corresponds to the specifications. The contractor shall not make changes to this format.

### FACILITY INFORMATION FOR CLEANING

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION I: CITY HALLS</b>							
1	12 mth	<b>Main City Hall</b> - Location: 215 E McKinney St Cleaning (M-F) after 10:00 p.m. or AS NEEDED Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>8</u>	40	173	\$ 10.60	\$ 1,833.80	\$ 22,005.60
1a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
1b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00
2	12 mth	<b>City Hall East-Human Resources/Risk Management</b> Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Diana Flores 940-349-8345</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.05	\$ 432.15	\$ 5,185.80
2a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 20.00	\$ 40.00
2b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
3	12 mth	<b>City Hall East-Technology Services</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. or AS NEEDED Facility Representative: <u>Bobbie Arashiro 940-349-7758</u> Estimated work hours per day: <u>2</u>	10	43	\$ 9.25	\$ 397.75	\$ 4,773.00
<b>Person assigned to area must be TLETS* BACKGROUND CHECKED</b>							
3a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
3b	12 mth	Paper towels, toilet paper & hand soap				\$ 35.00	\$ 420.00
4	12 mth	<b>City Hall East-Upstairs</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Amanda Green 940-349-7462</u> Estimated work hours per day: <u>3</u>	15	65	\$ 10.00	\$ 650.00	\$ 7,800.00
4a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
4b	12 mth	Paper towels, toilet paper & hand soap				\$ 80.00	\$ 960.00

## FACILITY INFORMATION FOR CLEANING

## EXHIBIT 1

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
5	12 mth	<b>City Hall East-Customer Service</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Juanita Clarke 940-349-7415</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.30	\$ 442.90	\$ 5,314.80
5a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
5b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00
6	12 mth	<b>City Hall East-Courts</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Cay McSpedden 940-349-8139</u> or <u>Toby May 940-349-8515</u> Estimated work hours per day: <u>3</u>	15	65	\$ 10.15	\$ 659.75	\$ 7,917.00
6a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
6b	12 mth	Paper towels, toilet paper & hand soap				\$ 75.00	\$ 900.00
7	12 mth	<b>City Hall East-Police</b> - Location: 601 E Hickory St Cleaning (M-Sun) after 5:00p.m.; 2 people each for five (5) hours per day Facility Representative: <u>Suzi Miller 940-349-7923</u> Estimated work hours per day: <u>10</u>	70	303	\$ 10.15	\$ 3,075.45	\$ 36,905.40
		<b>Person assigned to area must be TLETS* Background Check</b>					
7a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
7b	12 mth	Paper towels, toilet paper & hand soap				\$ 500.00	\$ 6,000.00
8	12 mth	<b>City Hall East-Police Days</b> - Location: 601 E Hickory St Cleaning (M-F) 12p.m-5p.m. Facility Representative: <u>Suzi Miller 940-349-7923</u> Estimated work hours per day: <u>5</u>	25	108	\$ 10.15	\$ 1,096.20	\$ 13,154.40
		<b>Person assigned to area must be TLETS* Background Check</b>					
9	12 mth	<b>City Hall West</b> - Location: 221 N Elm St Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Sandy Lawson 940-349-8188</u> Estimated work hours per day: <u>6</u>	30	130	\$ 10.15	\$ 1,319.50	\$ 15,834.00
9a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
9b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00

## FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION II: RECREATION CENTERS</b>							
10	12 mth	<b>American Legion North &amp; South</b> - Location: 629 Lakey St Cleaning (M-F) Facility Representative: <u>Bobby Givens 940-349-8576</u> Estimated work hours per day: <u>2</u> Both Buildings	10	43	\$ 8.80	\$ 378.40	\$ 4,540.80
10a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
10b	12 mth	Paper towels, toilet paper & hand soap				\$ 30.00	\$ 360.00
11	12 mth	<b>Civic Center</b> - Location: 321 E McKinney St Cleaning (M-F) after 10:00p.m. & after special events as directed Facility Representative: <u>Myra Anderson 940-349-8733</u> Estimated work hours per day: <u>5</u>	30	130	\$ 10.60	\$ 1,378.00	\$ 16,536.00
11a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 250.00	\$ 500.00
11b	12 mth	Paper towels, toilet paper & hand soap				\$ 325.00	\$ 3,900.00
12	12 mth	<b>Denia Recreation Center</b> - Location: 1001 Parvin Rd Cleaning (M-F) after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Robbie Johnson 940-349-8578</u> Estimated work hours per day: <u>5</u>	30	130	\$ 11.55	\$ 1,501.50	\$ 18,018.00
12a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
12b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
13	12 mth	<b>MLK Jr Recreation Center</b> - Location: 1300 Wilson St Cleaning (M-F) after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Bobby Givens 940-349-8576</u> Estimated work hours per day: <u>5</u>	30	130	\$ 11.55	\$ 1,501.50	\$ 18,018.00
13a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
13b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
14	12 mth	<b>North Lakes Annex</b> - Location: 1117 Riney Rd Cleaning (M-F) after 5:00p.m. Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>2</u>	10	43	\$ 8.25	\$ 354.75	\$ 4,257.00
14a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 15.00	\$ 30.00
14b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00

## FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
15	12 mth	<b>North Lakes Recreation Center</b> - Location: 2001 W Windsor Dr Cleaning (M-Sun) after 10:00p.m. Facility Representative: <u>Megan Thomas 940-349-7752</u> Estimated work hours per day: 5	35	152	\$ 11.75	\$ 1,786.00	\$ 21,432.00
15a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 35.00	\$ 70.00
15b	12 mth	Paper towels, toilet paper & hand soap				\$ 300.00	\$ 3,600.00
16	12 mth	<b>Senior Recreation Center</b> - Location: 509 N Bell Ave Cleaning *(M-F) 1:00-2:00p.m. & after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Jeff Gilbert 940-349-8727</u> Estimated work hours per day: 6	36	156	\$ 10.25	\$ 1,599.00	\$ 19,188.00
16a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
16b	12 mth	Paper towels, toilet paper & hand soap				\$ 220.00	\$ 2,640.00
		**Cleaning throughout the week needs to be scheduled after lunch					
17	12 mth	<b>Tennis Center</b> - Location: 2005 W Windsor Dr Cleaning (M-S) after 10:00p.m. Facility Representative: <u>Jason Barrow 940-349-8525</u> Estimated work hours per day: 1	6	26	\$ 8.70	\$ 226.20	\$ 2,714.40
17a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
17b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00
		<b>SECTION III: LIBRARIES</b>					
18	12 mth	<b>Emily Fowler Library</b> - Location: 502 Oakland St Cleaning (T-TR) after 9:00p.m. & (M,W,F,S,Sun) after 6:00p.m. Facility Representative: <u>Wylaina Polk 940-349-8774</u> Estimated work hours per day: 6	42	182	\$ 10.25	\$ 1,865.50	\$ 22,386.00
18a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 125.00	\$ 250.00
18b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00
19	12 mth	<b>North Branch Library</b> - Location: 3020 N Locust Cleaning (M/T/W) after 9:00p.m. & (Th-Sun) after 6:00p.m. Facility Representative: <u>Kimberly Wells 940-349-8796</u> Estimated work hours per day: 8 <b>Glass walls to be cleaned daily</b>	56	243	\$ 10.50	\$ 2,551.50	\$ 30,618.00
19a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
19b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00

## FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
20	12 mth	<b>South Branch Library</b> - Location: 3228 Teasley Ln Cleaning (M,W) after 9:00p.m. & (T,Th,F,S,Sun) after 6:00p.m. Facility Representative: <u>Stacy Sizemore 940-349-8761</u> Estimated work hours per day: 5	35	152	\$ 10.35	\$ 1,573.20	\$ 18,878.40
20a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
20b	12 mth	Paper towels, toilet paper & hand soap				\$ 150.00	\$ 1,800.00
<b>SECTION IV: SERVICE CENTER COMPLEX</b>							
21	12 mth	<b>Fleet Services</b> - Location: 804 Texas St Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Diane Simington 940-349-8423</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.15	\$ 334.95	\$ 4,019.40
21a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
21b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00
22	12 mth	<b>Service Center-Purchasing</b> - Location: 901-B Texas St Cleaning (M-F) 11:30a.m.-1:00p.m. Facility Representative: <u>Jody Word 940-349-7132</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.15	\$ 334.95	\$ 4,019.40
22a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
22b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
23	12 mth	<b>Service Center-Utilities</b> - Location: 901-A Texas St Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Annie Bunker 940-349-8463</u> Estimated work hours per day: 9	45	195	\$ 10.15	\$ 1,979.25	\$ 23,751.00
23a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
23b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
24	12 mth	<b>Traffic Control</b> - Location: Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Curt Arndt 940-349-7342</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.15	\$ 334.95	\$ 4,019.40
24a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
24b	12 mth	Paper towels, toilet paper & hand soap				\$ 10.00	\$ 120.00



## FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION V: ADDITIONAL FACILITIES</b>							\$ -
25	12 mth	<b>Airport Control Tower</b> - Location: 5003 Airport Rd Cleaning (7 Days/week) between 5:00 & 8:00p.m - <b>HOLIDAYS INCLUDED</b> Facility Representative: <u>Julie Mullins 940-349-7736</u> Estimated work hours per day: <u>1.5</u>	10.5	45.5	\$ 10.15	\$ 461.83	\$ 5,541.90
<b>Person assigned to area must PASS TLETS* Background Check</b>							
25a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
25b	12 mth	Paper towels, toilet paper & hand soap				\$ 15.00	\$ 180.00
25c	4/yr	<b>Window cleaning (Tower CAB) quarterly (10/15, 1/15, 4/15 &amp; 7/15)</b>				\$ 70.00	\$ 280.00
26	12 mth	<b>Airport Terminal</b> - Location: 5000 Airport Rd Cleaning (M/W/F) 6AM- 8 AM Facility Representative: <u>Julie Mullins 940-349-7736</u> Estimated work hours per day: <u>1.5</u>	4.5	19.5	\$ 9.50	\$ 185.25	\$ 2,223.00
26a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 20.00	\$ 40.00
26b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
27	12 mth	<b>Animal Services</b> - Location: 300 S Woodrow Ln OFFICE ONLY: Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Woodie Wilson 940-349-7594</u> Estimated work hours per day: <u>1.5</u>	7.5	33	\$ 10.15	\$ 334.95	\$ 4,019.40
27a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
27b	12 mth	Paper towels, toilet paper & hand soap				\$ 45.00	\$ 540.00
28	12 mth	<b>Facilities Management</b> - Location: 869 S. Woodrow Ln. Cleaning (M-F) after 5:00p.m. Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.15	\$ 436.45	\$ 5,237.40
28a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 30.00	\$ 60.00
28b	12 mth	Paper towels, toilet paper & hand soap				\$ 30.00	\$ 360.00
29	12 mth	<b>Fire Central</b> - Location: 332 E Hickory St - Upstairs Offices, Lobby & attached restrooms & meeting rooms: Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Laura Behrens 940-349-8844</u> Estimated work hours per day: <u>4</u>	20	87	\$ 10.15	\$ 883.05	\$ 10,596.60
29a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
29b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00



## FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
30	12 mth	<b>Solid Waste</b> - Location: 1527 S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>David Dugger 940-349-8001</u> Estimated work hours per day: 4	20	87	\$ 9.25	\$ 804.75	\$ 9,657.00
30a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
30b	12 mth	Paper towels, toilet paper & hand soap				\$ 75.00	\$ 900.00
30c	2/yr	<b>Two (2) extra carpet cleanings per year (to be scheduled)</b>				\$ 75.00	\$ 150.00
31	12 mth	<b>Solid Waste Annex (HCC)</b> - Location: S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Craig Waggoner 940-349-8011</u> Estimated work hours per day: 1	5	22	\$ 9.25	\$ 203.50	\$ 2,442.00
31a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 40.00	\$ 80.00
31b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00
32	12 mth	<b>Soild Waste Scale House</b> - Location: S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>David Dugger 940-349-8001</u> Estimated work hours per day: 1	5	22	\$ 9.25	\$ 203.50	\$ 2,442.00
32a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
32b	12 mth	Paper towels, toilet paper & hand soap				\$ 10.00	\$ 120.00
32c	2/yr	<b>Two (2) extra carpet cleanings per year (to be scheduled)</b>				\$ 50.00	\$ 100.00
33	12 mth	<b>DME ADMIN-</b> 1659 Spencer Rd. Bldg C ***OPTIONAL*** Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours per Day: 5	25	108	\$ 9.50	\$ 1,026.00	\$ 12,312.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
33a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
33b	12 mth	Paper towels, toilet paper & hand soap				\$ 15.00	\$ 180.00
34	12 mth	<b>DME ENGSO-</b> 1685 Spencer Rd. ***OPTIONAL*** Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours Per Day: 5	25	108	\$ 9.50	\$ 1,026.00	\$ 12,312.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
34a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
34b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00

FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
35	12 mth	<b>DME OPERATIONS-</b> 1701 Spencer Rd. <b>***OPTIONAL***</b> Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours Per Day: 5	25	108	\$ 9.50	\$ 1,026.00	\$ 12,312.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
35a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
35b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00
		<b>SECTION VI: MISCELLANEOUS</b>					
36		<b>City Hall East &amp; City Hall: Two (2) restrooms at each building</b> Cleaning & Stocking (M-F) 11:00a.m.-1:00p.m. Estimated work hours per day: <u>2</u>	10	43	\$ 14.50	\$ 623.50	\$ 7,482.00
37		<b>Cleaning Supervisor</b> (M-F) as needed Estimated work hours per day: <u>6</u>	30	130	\$ 15.00	\$ 1,950.00	\$ 23,400.00
		<b>Supervisor MUST PASS FBI***/TLETS*/NERC** Background Check</b>					
38		<b>Nighttime Floor Workers &amp; Floaters</b> (M-F) 5:00-10:00p.m. Three (3) people each for five (5) hours per day Estimated work hours per day: <u>15</u> used for night floor work & special cleaning as needed	75	325	\$ 12.25	\$ 3,981.25	\$ 47,775.00
		<b>Nighttime/Floater Workers MUST PASS FBI***/TLETS*/NERC** Background Check</b>					

**Total Cost of Services and Supplies:**

\$ 46,778.18 \$ 539,878.10

M = Monday F = Friday  
T = Tuesday S = Saturday  
W = Wednesday Sun = Sunday  
Th = Thursday

Total Hours / Week 885  
Total Hours / Month 3,835  
Total Hours / Year 46,020

\$ 46,778.18  
\$ 539,878.10

FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION VII: ON DEMAND ADDITIONAL SERVICES</b> (To be scheduled within 4 hours prior to cleaning.)							
<b>Hourly Rates</b>							
39	1 hr.	Supervisor					\$ 25.00 per hour
40	1 hr.	Floor Man					\$ 18.00 per hour
41	1 hr.	General Cleaner					\$ 16.25 per hour
<b>SECTION VIIa: ON DEMAND ADDITIONAL SERVICES - NATURE CENTER</b> (To be scheduled within 24 hours prior to cleaning.)							
42		Nature Center - Location: 3310 Collins Rd Cleaning - as requested					\$ 45.00 per hour
42a		Floor cleaning - as requested					\$ 45.00 per hour

<b>SECTION VIII: FUTURE BUILDINGS</b> (Currently under construction)							
43		Animal Adoption and Services Center - <b>LEED Cleaning Required</b> (Building completion scheduled for late 2014)	N/A	N/A	\$ 1.00	\$ 780.00	\$ 9,360.00
43a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)	N/A	N/A	\$ 1.00	\$ 200.00	\$ 400.00
43b	12 mth	Paper towels, toilet paper & hand soap			\$ 1.00	\$ 250.00	\$ 3,000.00
44		Public Safety Training Facility (City Hall East Addition) (Building completion scheduled for Oct. 2013)	N/A	N/A	\$ 1.00	\$ 1,525.00	\$ 18,300.00
44a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)	N/A	N/A	\$ 1.00	\$ 250.00	\$ 500.00
44b	12 mth	Paper towels, toilet paper & hand soap			\$ 1.00	\$ 400.00	\$ 4,800.00

**Payment Term Discounts**

the time period indicated below.

Payment Terms	Additional Discount %
Invoice Paid in 20 days	0.75%
Invoice Paid in 15 days	1.00%
Invoice Paid in 10 days	1.25%

<sup>1</sup> Hourly Price shall include **all** costs required to provide cleaning services, except for paper towels, toilet paper, and hand soap.

\*TLETS = Texas Law Enforcements Telecommunication Systems

\*\*NERC = North American Electric Reliability Commission

\*\*\*FBI = Federal Bureau of Investigations



**Original**

# **P R O P O S A L**

**PRESENTED  
TO**

**Cindy Alonzo  
CPPB, CTL, A.P.P  
Buyer**



**RFP - 5317**

**FOR**

**JANITORIAL SERVICES**

**PRESENTED BY  
Nixon Shum**

**ORIENTAL BUILDING SERVICES**


**August 27, 2013**

**EXHIBIT 1**

RFP #5317 – Addendum #1

**NO OTHER CHANGES AT THIS TIME.**

***This form should be signed and returned with your proposal.***

**Name:** Nixon Shum  
**Signature:**   
**Company:** Oriental Building Services, Inc.  
**Title:** Vice President  
**Date:** August 26, 2013

**EXHIBIT 1**

RFP #5317 – Addendum #2

**ADDENDUM #2**

**Addendum #2 to be returned with Proposal**

The following changes were made to Exhibit 1 - Pricing Sheet:

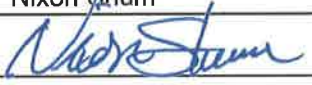
- Hourly price column has been added along with a footnote of the costs that should be included in this rate.
- Formulas were corrected or added.
- The hourly price and monthly price columns are available for data input.

Please replace the original and Addendum #1's pricing sheets with this sheet. The attached pricing sheet shall be submitted with your proposal.

**NO OTHER CHANGES AT THIS TIME.**

*This form should be signed and returned with your proposal.*

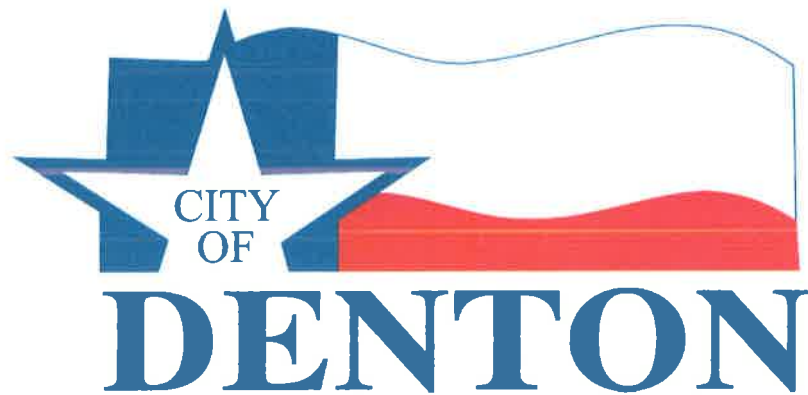
**Name:** Nixon Shum

**Signature:** 

**Company:** Oriental Building Services, Inc.

**Title:** Vice President

**Date:** August 26, 2013



**The City of Denton  
Purchasing Department  
901-B Texas Street  
Denton, Texas 76209**

**REQUEST FOR PROPOSALS  
RFP 5317**

**JANITORIAL SERVICES  
FOR CITY OF DENTON BUILDINGS**

**NIGP CLASS and ITEM**

<b>910</b>	<b>39</b>
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**Issue Date: August 6<sup>th</sup>, 2013  
Response due Date and Time (Central Time):  
Tuesday, August 27, 2013, 2:00 p.m.**

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**SOLICITATION CHECKLIST**

Checklist for RFP #5317

Title: JANITORIAL SERVICES FOR CITY OF DENTON BUILDINGS

**Opening Date: 8/27/2013 at 2:00 PM**

Contractor Name and Address: Oriental Building Services, Inc. - 2526 Manana Dr., # 208, Dallas, TX 75220

Contact: Nixon Shum

TX Taxpayer VIN#: 20-5158539

Phone: 469-522-0001

Fax: 469-522-0003

Email: nshum@obsusa.net

1. Submit one (1) original and three (3) WRITTEN copies of submittal **(REQUIRED)** Yes
  - a. Submit Written Proposal by courier, hand delivery, or mail to Purchasing Yes
  - b. Exhibit 1-Excel Pricing Sheet, Review, complete, and return Yes
2. Email Exhibit 1 in **Excel format** to ebids@cityofdenton.com
3. Submittal Content (Meet Section III)
  - Review all requirements Yes
  - Ensure your firm meets all stated minimum requirements Yes
  - Documentation included to support the evaluation criteria. Yes
  - Company Information Yes
  - Relevant Experience and Qualifications Yes
  - Methodology (Service Contracts Only) Yes
  - Quality Assurance / Quality Control Yes
  - Litigation History Statement N/A
  - Addendum(s) Reviewed and return Yes
  - Attachment A, Review Yes
  - Attachment B, Not Applicable
  - Attachment C, Review, complete, and return Yes
  - Attachment D, Review, complete, and return Yes
  - Attachment E, Review, complete, and return Yes
  - Attachment F, Review, complete, and return Yes
  - Attachment G, Review, complete, and return Yes
  - Attachment H, Review, complete, and return Yes
  - Attachment I, Review Yes
  - Attachment J, Review, complete, and return Yes



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**TABLE OF CONTENTS**

Section I	General
Section II	Procurement Process and Procedures
Section III	Submittal Requirements
Section IV	Evaluation and Award
Section V	Payment and Performance Requirements
Section VI	Standard Terms and Conditions
Attachment A	Insurance and Workers' Compensation Requirements
Attachment B	Not Applicable
Attachment C	Business Overview Questionnaire Forms
Attachment D	Exception Form
Attachment E	Safety Record Questionnaire
Attachment F	References
Attachment G	Conflict of Interest Form
Attachment H	Disadvantaged Business Utilization
Attachment I	Sample Contract Documents
Attachment J	Acknowledgment
Exhibit 1	Pricing Sheet
Exhibit 2	Scope of Work and Specifications
Exhibit 3	City of Denton Building Information

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section I**  
**General**

**17. INTRODUCTION**

In accordance with the provisions of Texas Local Government Code, Chapter 252, The City of Denton (the City) is requesting proposals to contract with an individual or business with considerable experience in providing goods or services of this RFP. The proposals and the cost solutions shall be submitted to the City of Denton in a sealed submission, in accordance with Texas Local Government Code 252.0415 and 252.042.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

*The City of Denton is exempt from Federal Excise and State Sales Tax.*

**A. COMMUNITY PROFILE**

Denton, Texas is a Main Street City in the North Texas region at the apex of Interstate 35 East and Interstate 35 West. Established in 1857, Denton is the county seat of Denton County and was named for John B. Denton. Denton is unique in composition; the city is comprised of over 92 square miles which radiate out in all directions from the downtown core, with a population of 113,000. In addition to the unique physical composition of the city, there is a unique character to the City. It is comprised of a diversity of neighborhoods and land uses that range from historical residential and commercial districts to new residential subdivisions and industrial complexes to greenbelt areas and newly annexed rural areas. Denton is home to two state universities, the University of North Texas, and Texas Woman's University, and two regional hospitals. The City is traversed by state highways, rail lines, and Interstate 35 E & W. This summer Denton County Transportation Authority (DCTA) began operation of a passenger rail service that runs from downtown Denton to the City of Carrollton, where passengers may transfer to the Dallas Area Rapid Transit (DART) system and continue travelling by rail within the Metroplex region. The rail service is accompanied by the opening of two rail stations in Denton. The City of Denton has also taken a proactive approach in its pursuit of environmental and sustainable initiatives. The City has, through DME, become a national leader in renewable energy with more wind power per capita than any other city in the United States and through Denton Solid Waste, become a national leader in sustainability and environmental stewardship through various award winning programs.

**B. BACKGROUND**

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

The City of Denton has experienced significant growth over the past few years and significant utilization of goods and services to meet the ever growing needs of a vibrant community has driven the need to obtain long term commitments to supply materials and services. The City desires an innovative solution that ensures a successful approach to provide goods and services; and allows for fluid responsiveness to upcoming changes – both anticipated and unforeseen. The use of technological opportunities throughout the service delivery is encouraged.

**C. COMMODITY OR SERVICE DESCRIPTION**

The City is seeking a long term contract for **janitorial services and associated supplies needed to perform the services.**

**The products and services shall be accomplished per the Scope of Work/Technical Specifications as identified in Exhibit 2.**

**18. MINIMUM SUBMISSION REQUIREMENTS**

The following minimum requirements must be demonstrated in order for the submission to be **considered responsive** to the City of Denton. Any proposal received, which is determined to not meet these mandatory requirements shall be immediately disqualified and rejected as non-responsive.

- Five (5) years experience providing similar services and products for contracts of similar sizes or larger in the North Texas area.
- Three (3) references from governmental entities for the products or services requested. The City prefers references from municipalities of similar size.
- A defined level of industry knowledge and understanding.

**19. CONTRACT TERM**

It is the intention of the City of Denton to award a contract for a one (1) year period. The City and the Awarded Contractor shall have the option to renew this contract for an additional two (2) one-year periods. Materials and services undertaken pursuant to this RFP will be required to commence within fourteen (14) days of delivery of a Notice to Proceed.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of the section titled “price adjustments”, or the section(s) titled “termination”. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**20. PRICING**

**Firm Price**

Pricing and discounts proposed is firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph #5, "PRICE ADJUSTMENTS".

**Price Decreases/Discount Increases**

Contractors are required to immediately implement any price decrease or discount increase that may become available. The City of Denton must be notified in writing for updating the contract.

**21. PRICE ADJUSTMENTS**

Prices quoted for the commodities or services described in the RFP must be firm for a period of one year from date of contract award. Any request for price adjustment must be accompanied with a detailed itemized cost breakdown including cost of labor, cost of materials, overhead costs, general administrative costs, and profit margin. The itemized costs shall be supported with documentation showing reasonable validation for the price adjustment requested. The price will be increased or decreased based upon the annual percentage change in the documentation. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the percentage change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 90 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

Or mail to:  
City of Denton  
Attn: Purchasing Manager  
RFP # 5317

Or call:  
City of Denton Purchasing  
(940) 349-7100

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

901B Texas Street  
Denton, Texas 76209

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

**22. SUBSTITUTIONS – Not Applicable**

**23. DISQUALIFICATIONS**

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on a solicitation and may result in disqualification. Any proposals that do not clearly outline all qualifications may be disqualified.

**24. INTELLECTUAL PROPERTY INDEMNIFICATION**

The contractor will indemnify, defend and hold harmless the City of Denton, and its authorized users, against any action or claim brought against the City of Denton, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City of Denton or its authorized users, in a judgment or settlement. If the City of Denton or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City of Denton, or its authorized users, the Contractor shall, at its sole expense (1) procure for City of Denton or its authorized users, the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**25. RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE  
(GOVERNMENTAL ENTITY OWNERSHIP)**

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Denton and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work.

The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**26. ADDING NEW PRODUCTS OR SERVICES TO THE CONTRACT AFTER AWARD**

Following the Contract award, ADDITIONAL services or products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor (s) to provide a proposal on the additional services and shall submit proposals to the City of Denton as instructed. All prices are subject to negotiation with a Best and Final Offer

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

("BAFO"). The City of Denton may accept or reject any or all pricing proposals, and may issue a separate RFP or IFB for the products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Local Government Code 252.048

**11. QUANTITIES**

The quantities indicated on the Pricing Sheet (Exhibit 1) are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the prices. Individual purchase orders will be issued on an as needed basis.

**12. PRODUCT CHANGES DURING CONTRACT TERM**

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com), with the RFP number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

**13. AUTHORIZED DISTRIBUTOR**

The respondent shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

**14. SAMPLES**

Respondents must make samples available upon request by the City of Denton prior to award with no costs to the City.

**15. SHIPPING, DELIVERY, AND PACKAGING – NOT APPLICABLE**

**Identification of Shipments:**

In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

**Packaging and Labeling:**

All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

**Special Delivery Requirements:**

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

Customers may have specific, internal delivery rules and policies. These will be provided on each purchase order issued by the customer. The contractor(s) will be required to adhere to those requirements.

**Hours of Delivery:**

Delivery shall be made during the hours of 8:00 am to 4:00 pm (CST) of the Customer unless prior approval for after-hours delivery has been obtained from the Customer. In the event of any approval by the Customer for after-hours delivery, Respondent may not invoice any additional charges for that delivery. Respondent is encouraged to obtain Customer's hours of operation at time of order.

**Delivery Schedule:**

Respondent's shall furnish, in the space indicated on the Mandatory Price Sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions. Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Respondent. The City of Denton, at its sole option, may choose to negotiate delivery times.

**Delivery Delays:**

If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Customer to purchase goods and services of this RFP elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract cancellation and/or removal of the Respondent from the City's authorized list of suppliers.

**Compliant Products:**

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Respondent delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

**Restocking Fee:**

The Customer may request that a Contractor accept return of merchandise already delivered or that a Contractor cancel an order prior to delivery. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%. There shall be no fees charged for cancellation of an order prior to shipment by the Contractor.

**16. SAFETY AND ENVIRONMENTAL HAZARDS**

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may exist at the City's facilities. The Contractor shall be responsible for identifying any hazardous conditions and

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

notifying the City of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property. This will be accomplished by the Contractor conducting an environmental assessment and an occupational health, and safety inspection of the service bay or field service areas by competent, qualified and appropriately licensed practitioners. The costs of these inspections and any subsequent corrective action will be negotiated between the City and the Contractor.

All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

**17. CONTRACTOR STANDARDS OF PERFORMANCE**

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the RFP to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

**18. PERFORMANCE LIQUIDATED DAMAGES**

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

The Contractor shall be assessed a rate of \$50 per hour and shall be deducted from the monthly payment if an outside janitorial vendor has to be called in to perform work not completed by the Contractor. A deduction of twice the amount of the daily cost as determined by the negotiated pricing shall be made for each day in the event of an absence of the Contractor's crew. These penalties will be deducted from the monthly billing.

In the case of non-performance, the Contractor will be given written notice of the areas needing attention. The Contractor will have twenty four (24) hours from the time the notice is delivered to perform to specifications. If the Contractor does not comply to specifications within the designated time, the contract may be terminated. A trip fee of \$50.00 will be charged for each time a Facilities Technician is called out due to janitorial staff setting off the security alarms.

The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**19. WARRANTIES**

The contractor shall provide a warranty that is standard in the industry. Repair or Maintenance of fleet not performed to industry standards shall be accomplished at the contractor's expense, at the option of the City.

**20. INSURANCE**

Respondent shall provide, upon award, a certificate of insurance evidencing their insurance coverage's and amounts per Insurance and Workers' Compensation Requirements - Attachment A.

**21. CONTRACTS**

The successful awarded vendor will be required to sign an original contract. A sample contract is provided in Attachment I – Sample Contract. Respondents shall review the document and note exceptions in the proposal.

**22. ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS**

Respondent shall offer written observations, based upon previous experiences in public projects of this magnitude, addressing any anticipated problems and offer proposed solutions to those problems.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section II**  
**Procurement Process and Procedures**

**1. SCHEDULE OF EVENTS**

The City of Denton reserves the right to change the dates indicated below:

**Solicitation Schedule:**

Issue RFP:	8/06/2013
Deadline for Submission of Questions:	8/16/2013 at 2:00 PM Central Time
Deadline for Submission of Proposal:	8/27/2013 at 2:00 PM Central Time
Evaluate and rank initial results:	8/27/2013 – 9/06/2013
Completion of Negotiations:	9/10/2013
Official Award:	10/01/2013

The City of Denton is using the RFP 'Issue Date' as noted in the Schedule of Events above as the official 30 day notification requirement for an interview with a firm.

**2. NON-MANDATORY PRE-SUBMITTAL CONFERENCE**

The pre-submittal conference is scheduled for **Wednesday, August 14<sup>th</sup>, 2013 at 10:00 a.m.** The pre-submittal conference is at the **Facilities Management Training Room**, located at **869 S. Woodrow Ln. Denton, Texas, 76205**. Please allow ample time for parking. The pre-submittal conference is not mandatory, but prospective proposers are strongly encouraged to attend.

**Internet link to meeting location:**

**869 S. Woodrow Ln., Denton, TX 76205**

**3. PROPOSERS COST TO DEVELOP SUBMITTAL**

Respondents to this RFP are responsible for all costs of submittal preparation, delivery and any oral presentations required as part of the selection process. All materials submitted in response to the RFP become property of the City of Denton and will be returned only at the option of the City.

**4. MINIMUM RESPONSE**

Submittals that do not, at a minimum, contain the information as specified under Section III and Exhibit 1 Pricing Sheet will be subject to **disqualification** at the sole discretion of the City of Denton. If any Firm submitting a Proposal is a corporation, it must be registered to conduct business in the State of Texas. Proof of this registration **must be included** as part of the submittal.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**5. VALIDITY PERIOD**

The information included in the solicitation response(s), and any cost information obtained from a negotiation process, remain valid for 120 days from the response due date or until the contract is approved by the governing body.

**6. REJECTION OF SUBMITTAL**

**ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WITHIN SECTION III, SHALL BE REJECTED. THE CITY SHALL REJECT PROPOSALS SUBMITTED BY FIRMS THAT DO NOT MEET MINIMUM QUALIFICATIONS.**

The City of Denton reserves the right to reject any and all submittals received in response to the RFP and to waive any minor technicalities or irregularities as determined to be in the best interest of the City.

**7. PROPRIETARY INFORMATION**

If a Proposer does not desire proprietary information in the Proposal to be disclosed, the Proposer shall identify all proprietary information in the Proposal. This identification will be accomplished by individually marking each page or line item detail with the words "Proprietary Information". If the Proposer fails to identify proprietary information, the Proposer agrees that by submission of its Proposal, that those sections shall be deemed non-proprietary and made available upon public request. Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of all Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Denton, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

**8. NON-ENDORSEMENT**

If a Proposal is accepted, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Denton's endorsement of the successful Proposer's services.

**9. UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposer contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or authorized City of Denton purchasing

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

staff, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seeking to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**10. ADDENDUMS**

Proposers are required to submit signed addendum acknowledgement(s) with their proposal. Proposers will be responsible for monitoring the City of Denton Purchasing Website at: Current Bids and Proposals to ensure they have downloaded and signed all addendum(s) required for submission with their proposal.

**11. CONTACT BETWEEN PROPOSER AND THE CITY OF DENTON**

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact(s) listed below:

City of Denton Procurement Point of Contact:

Cindy Alonzo, CPPB, CTL, A.P.P.

Buyer

901-B Texas Street

Denton, TX 76209

(940) 349-7100

Fax: (940) 349-7302

[cynthia.alonzo@cityofdenton.com](mailto:cynthia.alonzo@cityofdenton.com)

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section III**  
**Submittal Requirements**

Proposals shall address the following criteria. **For consideration, the proposal must submit the minimum criteria noted below.** Proposals shall, as a minimum, include all the information described in Items 1 through 10 below to be considered responsive. The "Business Overview Questionnaire" included as Attachment C is an acceptable format for providing much of this information. A Microsoft Word copy of this form will be provided on receipt of an email request. Other information, if provided, shall be included as appendices at the back of the proposal.

A firm may submit a solicitation response for one or more of the categories of services requested in this RFP. The City of Denton shall accept **written submissions only**, until **Tuesday, August 27, 2013 at 2:00 p.m.** Firms shall submit one original copy signed by an officer authorized to bind the company, and **3 copies** of the completed response to this solicitation in a sealed envelope. *Additionally, the respondent shall provide a formatted CD(s) or memory drive, containing a complete copy of the contractor's response to this solicitation, or submit electronically to ebids@cityofdenton.com.* The format shall be in Microsoft Office format. *Submit pricing for requested services as provided in Exhibit 1. Pricing shall be provided in hard copy with the written submission, and also e-mailed in Excel to ebids@cityofdenton.com before the proposal due date.* The format shall be in Microsoft Word and Excel format only.

Submittals shall include on the envelope and the cover sheet the following information: **Request for Proposals (RFP) # 5317 – JANITORIAL SERVICES.**

Proposals may be hand delivered (by firm or express courier) to the address listed below; however, e-mailed only submittals will not be accepted. Additionally, no oral, telephone, telegraphic, or facsimile proposals will be accepted. Where solicitation responses are sent by mail or courier, the responsibility of timely delivery is the respondent's. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and page of the submittal. Appendices may be used for general firm information. The solicitation response shall be no more than 200 pages in length (excluding sample contracts, directories, and lists, etc.). All submittals, whether mailed or delivered by courier shall be sent to and received **no later than August 27, 2013 at 2:00 p.m., Central Time** at the following address:

City of Denton  
Attention: Cindy Alonzo, CPPB, CTL, A.P.P.  
Buyer  
901B Texas Street  
Denton, TX 76209

940-349-7100

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Written proposals must be submitted by 2:00 p.m. on the response due date. Any proposal received after the date and/or hour set for proposal opening will be returned unopened.** The City of Denton reserves the right to accept or reject in part or in whole any proposals submitted, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each Contractor is responsible for taking the necessary steps to ensure their proposal is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the proposal arriving after the set time.

Proposals shall include on the envelope and the cover sheet with the RFP number and name.

**1. COVER SHEET**

Include Respondent Company name, contact information, RFP number and name.

**2. INTRODUCTION (EXECUTIVE SUMMARY) – 1 Page Maximum**

Briefly describe your understanding of the requested services, important issues, and City requirements.

**3. FIRMS ORGANIZATION**

- a. Name and Address of the Individual or Business
- b. General overview of the Business
- c. Business Profile(s), including:
  - 1) Type of Business (limited partnership, corporation, etc.)
  - 2) Business History and Age
  - 3) Business Size (including number in each required discipline)
  - 4) Areas of special concentration
  - 5) Telephone number and fax number
  - 6) Number of year firm in business
  - 7) Amount of equity capital of the firm
  - 8) Number and location of offices in Texas
  - 9) Location of the office from which the work is to be managed
  - 10) Service description with specific descriptions of responsibilities, successes and failures related to the project. Include website URLs for any service projects for which they are available.
  - 11) Name and contact information for the project manager or other key contact with the entity contracting these products or services.
  - 12) Details of any awards received.

As stated above, completion of Attachment C - Business Overview Form may substitute for submission of the above information. Additionally, firms may submit additional information, to ensure a more complete understanding of the firm, and comprehension of the capabilities.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**4. RELEVANT EXPERIENCE AND CAPABILITIES**

The responding individual or business shall provide pertinent information about the individual or business and related experience(s) with the requested products or services. Indicate what resources the individual or business will have available to allocate to the project. The respondent must currently be licensed to perform work in the State of Texas. A copy of current licensing must be included in your proposal. Relevant experiences and capabilities of the individual or business team members and team as a whole will be rated by the City by a review of both completed and on-going assignments, years of relevant experience in communities of comparable size, and credentials; greater weight will be given to project experience within the past five (5) years containing the team members proposed:

- a. Five (5) years experience with similar products or services, provide a description.
- b. A standard license or certification, if applicable.
- c. A defined level of industry knowledge and understanding
- d. The individual or business must be registered by the State of Texas or the County of Denton as a business and the must have all licensure required by the State to provide any services.
- e. The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. A conflict of interest statement must be signed as part of the contract negotiated with the awardee(s).

**5. DISCLOSURES**

- a. Respondent shall detail any and all relevant history of litigation involving public projects.
- b. Respondent shall detail any and all exceptions within the proposal response.
- c. The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. A conflict of interest statement must be signed as part of the contract negotiated with the awardee(s). (Attachment G)

**6. BUSINESS OVERVIEW**

Respondent shall complete the business overview questionnaire, Project Information Form & Schedule Compliance Form per Attachment C.

**7. REFERENCES**

Respondent shall provide references including contact names, e-mail addresses and current, correct phone numbers of Firms or public entities for which you have performed similar professional services. Respondent shall complete Attachment F – References.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**8. FEE STRUCURE –PRICING**

Submit pricing for requested products or services as provided in Exhibit 1. Pricing shall be provided in hard copy and emailed in Excel to [ebids@cityofdenton.com](mailto:ebids@cityofdenton.com) before the proposal due date.

**9. EQUIPMENT SCHEDULE**

The respondent shall provide an equipment schedule. The schedule shall include the year, make, model and description of the equipment.

**10. SAFETY RECORD**

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the written definition and criteria as shown in the Safety Record Questionnaire (Attachment E) for accurately determining the safety record of a bidder prior to awarding bids on City contracts.

**11. ACKNOWLEDGEMENT**

Submit a signed acknowledgement by authorized agent of the Proposing firm (Attachment J).

**12. EXCEPTIONS**

The Request for Proposal (RFP) process allows for negotiation of the terms and conditions of this proposal. The respondent shall note any exceptions to the RFP document, on Attachment D, sign the document, and return with their proposal packet. If no exceptions are taken, the Respondent shall sign the document and return with their proposal packet.

**13. PRODUCT LITERATURE – Not Applicable**

Complete descriptive literature for each proposed item to include outline drawings, nameplate data and verification of other ratings.

**14. ADDITIONAL GENERAL REQUIREMENTS**

- a. Prior to commencement of the services, the City and selected individual or business will conduct an initial meeting to review the overall scope, schedule, deliverables and planning process to implement a successful program.
- b. The awarded Contractor shall provide to the City of Denton, detailed reports of time and services provided to the City on a monthly basis.



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

- c. Staff available to assist the selected provider is limited; the proposals submitted should not anticipate extensive staff assistance during equipment repairs or maintenance.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section IV**  
**Evaluation and Award**

**1. EVALUATION PROCEDURES**

Selection of a Firm(s) to provide the aforementioned services will be in accordance with the City of Denton Purchasing Policies and procedures and the State of Texas Local Government Code 252.043. The City of Denton shall open all proposals and evaluate each respondent in accordance to the below criteria:

**Step 1:** The City of Denton will evaluate the **Proposal** submission in accordance with the selection criteria and will rank the Firms on the basis of the submittals. The City of Denton, reserves the right to consider information obtained in addition to the data submitted in the Proposal. The selection criterion is listed below:

**a) Indicators of Probable Performance under contract (FACTOR: 25%).**

Indicators of probable performance under the contract to include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable maintenance agreements and support.

**b) Compliance with Specifications, Quality, Reliability, Characteristics to meet stated or implied needs (FACTOR: 25%)**

Compliance with the stated specification(s), coupled with the quality and reliability of the goods and services, such as fitness for use that meets or exceeds customers expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.

**c) Price, Total Cost of Ownership (FACTOR: 50%).**

The price of the items, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.

In addition to the above factors, others that can be utilized as stated within Local Government Code 252.043 are: (1) the extent to which the goods or services meet the City's needs, (2) the impact on the ability of the City to comply with the laws and rules related to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities, (3) the long term cost to the City to

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**acquire the respondents' goods and services, and (4) any relevant criteria specifically listed in the solicitation by the City.**

The total possible score of the proposals shall be scored and weighted as indicated in Section IV, Step 1 items a-c. Based on the outcome of the computations performed, each proposal will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each proposal for completion of the final scoring process.

The proposals shall be evaluated utilizing standard tools, based upon the weighted factors above, and will be assigned a final score. The City of Denton will proceed to Step 2, with the Firm(s) that are considered within the competitive range and present an overall best value to the City of Denton.

**Step 2:** After the final ranking of the proposals and determination of Firm(s) that provide a best value to the City and are within the competitive range, provided the City of Denton elects to proceed without oral discussions, the City will immediately proceed to negotiate final pricing, terms and conditions with the **highest ranked Firm or Firms**. The City of Denton may elect to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements, as part of the negotiation process. The City may elect to utilize a Best and Final negotiation phase to determine the Firm that provides the overall best value to the City.

**Step 3:** The City of Denton Procurement Department shall provide a written recommendation to the City of Denton City Council, which represents "best value" and request authorization to proceed with contract execution for the proposed services.

In accordance with Local Government Code 252.049, trade secrets and confidential information in competitive sealed bids are not open for public inspection. All proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. A public opening will not be conducted with this process. **THE AWARD PROCESS IS CONSIDERED OPEN AND ON-GOING UNTIL ALL FINAL NEGOTIATIONS HAVE CONCLUDED.**

After the contract has been awarded all proposals are open for public inspection and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Denton Materials Management staff to document the request for a debriefing. A meeting with the City of Denton Materials Management Staff and the using Department shall be provided in a timely manner.

**2. AWARD**

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous, or provides the "best value" to the City, unless denied by the bidder.

**3. PREFERENCES**

**A. Environmentally Preferable Purchasing Policy**

Texas Local Government Code, Sec. 271.907. VENDORS THAT MEET OR EXCEED AIR QUALITY STANDARDS.

- (a) In this section, "governmental agency" has the meaning assigned by Section 271.003.
- (b) This section applies only to a contract to be performed, wholly or partly, in a nonattainment area or in an affected county, as those terms are defined by Section 386.001, Health and Safety Code.
- (c) A governmental agency procuring goods or services may:
  - (1) give preference to goods or services of a vendor that demonstrates that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality; or
  - (1) require that a vendor demonstrate that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality.
- (d) The preference may be given only if the cost to the governmental agency for the goods or services would not exceed 105 percent of the cost of the goods or services provided by a vendor who does not meet the standards. The cost may not exceed \$100,000.

This provision shall comply with City of Denton Resolution R2007-032.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section V**  
**Payment and Performance Requirements**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's solicitation are applicable to Contracts/Purchase Orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the Sellers Proposal response, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

**1. PAYMENT AND INVOICES:**

**Payment processing:** The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, **whichever is later.**

**Direct deposit for payments:** Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: [www.dentonpurchasing.com](http://www.dentonpurchasing.com).

**Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Upon contract award, suppliers are encouraged to receive payments through direct deposit.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**2. TAX EXEMPTION:**

The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

**3. PAYMENT TO PERFORMANCE MILESTONES:**

Awarded contractor shall prepare and **submit invoices after completion of specific project milestones.** The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization. **The respondent shall complete Exhibit 1, pricing sheet.**

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Section VI**  
**Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's solicitation are applicable to Contracts/Purchase Orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the Sellers Proposal response, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

**1. CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2. EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

**3. CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**4. SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

**5. TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**9. PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**Immigration:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL**

**REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**Environmental Protection:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

**12. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**13. PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

**18. SUBCONTRACTORS: (NOT APPLICABLE)**

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

**27. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**29. FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**30. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Attachment A**. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

City of Denton  
Materials Management Department  
901B Texas Street  
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in the solicitation instrument.

**33. CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**34. NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

**36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

**37. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**39. PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**40. ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**41. NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**42. GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire (**Attachment G**).

**44. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**45. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

**46. WAIVER:** No claim or right arising out of a breach of the 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. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**47. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**48. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**49. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**50. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**51. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**52. HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**53. SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

**55. EQUAL OPPORTUNITY**

**A. Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable, in addition to the specific federally funded requirements detailed in **Attachment B**.

**A. Definitions.** As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means –

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or  
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means–

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**57. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

**58. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

**59. PREVAILING WAGE RATES:** The awarded contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Denton County, Texas (WD-2509). *(Not Applicable)*

**60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**61. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.



**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**62. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

**64. FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**65. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**66. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**67. RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS AND**  
**WORKERS' COMPENSATION REQUIREMENTS**

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

**STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**[X] A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**[X] Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

**Satisfaction of the above requirement shall be in the form of a policy endorsement for:**

- any auto, or
- all owned hired and non-owned autos.

**[X] Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

**[ ] Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**[ ] Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than \_\_\_\_\_ each occurrence are required.

**[ ] Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

**[ ] Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

**[X] Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$100,000 each occurrence are required.

**[ ] Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**ATTACHMENT A**

**[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

**A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to the contractor:
    - a. a certificate of coverage, prior to the other person beginning work on the project; and
    - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



**EXHIBIT 1**

**CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**ATTACHMENT B  
NOT APPLICABLE**

## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

#### ATTACHMENT C BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS

1. Contractor Name: Oriental Building Services
2. Address (Principal Place of Business): 2526 Manana Dr., # 208, Dallas, TX 75220
3. Does your company have an established physical presence in the State of Texas, or the City of Denton? Yes
4. Tax Payer ID#: 20-5158539
5. Email Address of Primary contact: nshum@obsusa.net
6. Website Address: www.obsusa.net
7. Telephone: 469-522-0001
8. Fax: 469-522-0003
9. Other Locations: None
10. Organization Class: Corporation  
Partnership  
Individual  
Corporation  
Association
11. Date Established: June, 1992
12. Former Business Name: N/A
13. Date of Dissolution: N/A
14. Subsidiary of: N/A
15. Historically Underutilized Business: Yes or No No
16. Principals and Officers: Steve Gye

Please detail responsibilities with the name of each principal or officer.

17. Key Personnel and Responsibilities: Steve Gye / President, Nixon Shum / Vice President, Moon kim / Office Manager  
Sang J Gye / Equipment & Supplies Manager, Andrew Kim / General Manager

Please detail responsibilities with the name of each key personnel. Please also see attachment staff resume

18. Number of Personnel by Discipline: 138

## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

Discipline	Number of Staff	# Registered
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19. Services Provided by Contractor: Please see attachment
- a. Please provide a detailed listing of all services that your company provides. Qualifications
  - b. Please detail your prior experience working on similar projects with Texas governmental entities. Oriental Building has over 20 yrs of experience servicing Texas government entities. 90% of our contract is with Texas governmental entities. The many years of experience allow us the understanding the requirement each entities set for.
  - c. Please detail your similar services provided over the past five (5) years. Oriental Building Services has the management team in place and ready to mobilize if awarded the contract in hold or in part.  
Please see attachment F Reference List
  - d. Detail documented proof of at least three (3) projects in the past five (5) years.  
Please see attachment F Reference List
  - e. Please detail these services, including, the nature of the services provided, the scope of the activities, the organizations for which the services were provided, the dates of the projects, and the documented benefit to the governmental entity.  
Please see attachment additional reference and contract information next to "Attachment F Reference"
20. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. None
21. Please provide at least three (3) references (*preferably municipalities*) and contract amounts. Include project description, contact names, position, and organization name and telephone number for each reference listed. See attachment F. Please See Attachment F reference List
22. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner. None
23. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s). None
24. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities? Yes  
[http://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=1926](http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926)
25. Please indicate the total number of janitorial contracts your Firm has undertaken within the last five years?  
Please see attached additional reference and contract information next to "Attachment F Reference"
26. For each contract, please list the total annual dollar value of the contract, number of employees assigned for the contract, and the total square footage of the areas that were cleaned.  
Please see attached additional reference and contract information next to "Attachment F Reference"
27. For each contract, please list how many of your crews it took to fulfill the contract?  
Please see attached additional reference and contract information next to "Attachment F Reference"

## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

28. Does your Firm have the capability to fully staff a contract of this size? Please explain.  
Yes, we do have the capability to fully staff this size of contract and the experience to operate
29. How many employees are assigned to perform janitorial duties for all clients? Please include the number of cleaning personnel and the number of supervisors.
30. What hours did your staff work for each of the listed contracts?  
Is different from contract to contract, it can from M-F 8a-5p or Su-Sa 24 hr a day.
31. Resident/Non-Resident Bidder Determination:  
Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:
- a. Proposing firms principle place of business:  
Oriental Building Services, Inc.  
2526 Manana Dr, # 208, Dallas, TX 75220
  - b. Company's majority owner principle place of business:  
Same as about
  - c. Ultimate Parent Company's principle place of business:  
Same as about

## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

#### ATTACHMENT E SAFETY RECORD QUESTIONNAIRE

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on City contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

**The City of Denton shall consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Denton, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:**

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.     None
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of Health (TDH), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.     None
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.     None
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and his or her ability to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the citizens of the City of Denton.     None

In order to obtain proper information from bidders so that City of Denton may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Denton requires that bidders answer the following three (3) questions and submit them with their bids:

## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

#### **QUESTION ONE**

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES \_\_\_\_\_ NO XXXXX

If the bidder has indicated YES for question number one above, the bidder must provide to City of Denton, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

#### **QUESTION TWO**

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES \_\_\_\_\_ NO XXXXX

If the bidder has indicated YES for question number two above, the bidder must provide to City of Denton, with its bid submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

#### **QUESTION THREE**

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES \_\_\_\_\_ NO XXXXX

If the bidder has indicated YES for question number three above, the bidder must provide to City of Denton, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.



## EXHIBIT 1

### CITY OF DENTON RFP FOR JANITORIAL SERVICES

#### ATTACHMENT F REFERENCES

Please list three (3) Government references, **other than the City of Denton**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this proposal. If there are no governmental references available, please list three (3) references.

##### REFERENCE ONE

GOVERNMENT/COMPANY NAME: City of Arlington  
LOCATION: City of Arlington  
CONTACT PERSON AND TITLE: Janice K Hughes, Sr. Buyer Purchasing  
TELEPHONE NUMBER: 817-459-6304 / janice.hughes@arlingtontx.gov  
SCOPE OF WORK: Janitorial Services for 31 City own Building (City Hall, Police HQ, Sub Station, and Jail, Services Ctr, Library)  
CONTRACT PERIOD: April 1, 2011 - March 31, 2016

##### REFERENCE TWO

GOVERNMENT/COMPANY NAME: City of Plano  
LOCATION: City of Plano  
CONTACT PERSON AND TITLE: Joseph Weigel / Facilities Services Manager  
TELEPHONE NUMBER: 972-941-5517 / josephw@plano.gov  
SCOPE OF WORK: Janitorial Services for 37 City own Facilities (City Hall, Police HQ & Jail, Recreation Ctr, Services Ctr, Library etc)  
CONTRACT PERIOD: May 2013 - April 2013

##### REFERENCE THREE

GOVERNMENT/COMPANY NAME: DFW Airport  
LOCATION: DFW Airport  
CONTACT PERSON AND TITLE: Kofi Armardi / Facilities Coordinator  
TELEPHONE NUMBER: 972-973-6211 / karmardi@dfwairport.com  
SCOPE OF WORK: Janitorial Services for 28 Airport own Facilities ( Admin. Building, Fire Station, Police station & Jail, Operation )  
CONTRACT PERIOD: Oct. 2010 - Sept. 2015



## EXHIBIT 1



### References List

#### 1 DFW Airport

2900 E. 28th St., DFW Airport, TX 75216

25 Non Public Building

Annual Amount	404,432	Staffing:	22
Approx. Sq. Ft.	492,000		
Servicing Since	Oct 1, 2010 – Present		
Contact Person	Mr. Kofi Armardi / Custodial Coordinator		
E-Mail	karmardi@dfwairport.com		
Phone No.	P (972) 973-6211 F (972) 574-8677		

#### 2 City of Arlington

801 W, Main, Arlington, Texas

32 City of Arlington Facilities

Annual Amount	475,620	Staffing:	31
Approx. Sq. Ft.	480,000		
Servicing Since	April 1, 2011 – Present		
Contact Person	Janice K Hughes		
E-Mail	janice.hughes@arlingtontx.gov		
Phone No.	P (817) 459-6304		

#### 3 George Allen Court House

600 Commerce, Dallas, TX 75202

Clinic, Office, Courts

Annual Amount	355,464	Staffing:	27
Approx. Sq. Ft.	600,000		
Servicing Since	May 1, 2010 – Present "2 Term of 3 yrs Contract"		
Contact Person	Ms. Sandra Gomez / Contract Manager		
E-Mail	sgamez@dallascounty.org		
Phone No.	(214) 653-6731		

#### 4 TEXAS WORKFORCE COMMISSION

301 West 13th St., Fort Worth, TX 76102

Office, Parking Garage

Annual Amount	49,536	Staffing:	4
Approx. Sq. Ft.	68,000		
Servicing Since	Sept 1, 2004 – 2009, Oct 1, 2011 – Present		
Contact Person	Ms. Candace Kothmann / Building Manager		
E-Mail	candace.kothmann@twc.state.tx.us		
Phone No.	P (817) 420-1804 F (817) 420-1611		

#### 5 City of Grand Prairie

318 W. Main St. Grand Prairie, TX 75050

Various City Owned 28 Bldg.

Annual Amount	357,864	Staffing:	22
Approx. Sq. Ft.	308,000		
Servicing Since	Jan. 10, 2005 – Present "4 Term of 3ys Contract"		
Contact Person	Mr. Kurt R. Benson Facility Management		
E-Mail	Kbenson@GPTX.org		
Phone No.	P (972) 237-8072 F (972)-237-8146		

## EXHIBIT 1



### References List

#### 6 Fort Worth AFR Center

11280 white Settlement road  
Fort Worth TX 76108

Annual Amount	43,680	Staffing:	5
Approx. Sq. Ft.	101,638		
Servicing Since	October 1, 2011 – Present "4 yrs contract"		
Contact Person	Mr. Bobby French / Coordinator		
E-Mail	bobby.j.french.ctr@mail.mil		
Phone No.	P (501) 442-1811 F (972) 343-4023		

#### 7 Texas Woman's University

TWU Department of University Housing

Annual Amount	42,000	Staffing:	18
Approx. Sq. Ft.	210,000		
Servicing Since	Jan 1, 2004 – Present "3 Term of 4 yrs Contract"		
Contact Person	Tonya Gilbeaux		
E-Mail	tgilbeaux@twu.edu		
Phone No.	P (940) 898-3676 F (972) 973-5601		

#### 8 City of Plano

4850 E. 14th, Plano, TX 75074  
37 City own Facilities

Annual Amount	1,105,212	Staffing:	46
Approx. Sq. Ft.	1,064,061		
Servicing Since	May 1, 2013 – Present		
Contact Person	Mr. Joseph Weigel		
E-Mail	josephw@plano.gov		
Phone No.	O (972) 941-5517 F (972) 941-5515		

#### 9 Dallas Area Rapid Transit

Rail Operation Facilities, Fleet Services Facilities

Annual Amount	474,720	Staffing:	27
Approx. Sq. Ft.	265,000		
Servicing Since	April 1, 2011 – Present "2 Term of 3 yrs Contract"		
Contact Person	Berry Pierces/Purchasing		
E-Mail	BPierce@dart.org		
Phone No.	(214) 749-2539, F (214) 749-3666		

#### 10 University of North Texas

Class room and Office  
Daily Cleanig Event Setup

Annual Amount	67,600	Staffing:	4
Approx. Sq. Ft.	65,000		
Servicing Since	October 1, 2010 – Present		
Contact Person	Cynthia Hall		
E-Mail	cynthia.hall@unt.edu		
Phone No.	P (214) 752-8574, F (214) 752-8827		

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**  
**ATTACHMENT G**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>  Date Received
<b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b>		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).		
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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
<b>1</b>	<b>Name of person who has a business relationship with local governmental entity.</b>	
<b>2</b>	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (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.)</div></div>	
<b>3</b>	<b>Name of local government officer with whom filer has an employment or business relationship.</b> <div style="text-align: center; margin: 10px 0;"><u>Steve Gye</u> Name of Officer</div> <p>This section, (item 3 including subparts A, B, C &amp; D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input checked="" type="checkbox"/> No</div></div></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input checked="" type="checkbox"/> No</div></div></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input checked="" type="checkbox"/> No</div></div></p> <p>D. Describe each affiliation or business relationship.</p>	
<b>4</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 45%; text-align: center;"> Signature of person doing business with the governmental entity</div><div style="width: 45%; text-align: center;"><u>8-26-2013</u> Date</div></div>	

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**ATTACHMENT H**  
**DISADVANTAGED BUSINESS UTILIZATION**

The City of Denton will ensure that purchases of equipment, materials, supplies, and /or services comply with Texas Local Government Code 252.0215, in regards to competitive requirements in relation to Disadvantaged Business Enterprises (DBE). The City will ensure that all procurement opportunities are cost effective, and contributable to the competitiveness of the City, and its customers. All Procurement activities will be conducted in an open and fair manner with equal opportunity provided for all qualified parties. The City of Denton will provide equal contracting opportunities as provided by State and Federal law to small business enterprises, Historically Underutilized Businesses, and Disadvantaged Business Enterprises. The City of Denton **encourages** all awarded Contractors to seek qualification as a DBE and/or utilize DBE's as sub-contractors, where feasible, to meet the overall intent of the legislation.

**Disadvantaged Business Enterprises (DBE):** are encouraged to participate in the City of Denton's procurement process. The Purchasing Department will provide additional clarification of specifications, assistance with Proposal Forms, and further explanation of procurement procedures to those DBEs who request it. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification. The City recognizes the certifications of the State of Texas Building and Procurement Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact.

State of Texas HUB Program – TPASS Division  
PO Box 13047, Austin, TX 78711-3047  
(512) 463-5872 or (888) 863-5881 or <http://www.window.state.tx.us/procurement/prog/hub/>

**Instructions:** If your company is already certified, attach a copy of your certification to this form and return with the submission. If your company is not already certified, and could be considered as meeting certification requirements, please use the web link to obtain such. If you are submitting a response and plan to utilize DBE's, then use the form below to identify the business and include the business HUB certification.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**ATTACHMENT I**

**CONTRACT BY AND BETWEEN**  
**CITY OF DENTON, TEXAS AND \_\_\_\_\_**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013, by and between \_\_\_\_\_ a corporation, whose address is \_\_\_\_\_, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Supplier shall provide products or services in accordance with the Supplier's proposal in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "D"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Request for Proposal (RFP # 5317 – Janitorial Services)
- (b) City of Denton Standard Terms and Conditions (**Exhibit "A"**)
- (c) Special Terms and Conditions (**Exhibit "B"**)
- (d) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "C"**).
- (e) Supplier's Proposal. (**Exhibit "D"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

*Sample*

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City of Denton  
OWNER

BY: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME, TITLE

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
ANITA BURGESS, CITY ATTORNEY

# EXHIBIT 1

## CITY OF DENTON RFP FOR JANITORIAL SERVICES

### ATTACHMENT J ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF DENTON

The undersigned agrees this RFP becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other Bidder, nor any employee of the City of Denton, and that the contents of this RFP have not been communicated to any other proposer or to any employee of the City of Denton prior to the official opening of this bid.

Respondent hereby assigns to the 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.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package.

The undersigned agrees that the RFP posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit 1), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.aspx?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their proposal.

Should a conflict arise between the PO, supplier terms, or contract; the terms and conditions set forth in this RFP shall prevail.

I certify that I have made no willful misrepresentations in this Proposal Submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this proposal will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

#### NAME AND ADDRESS OF COMPANY:

Oriental Building Services, Inc.

2526 Manana Dr, # 208

Dallas, TX 75220

Tel. No. 469-522-0001

Email. obsco@msn.com

#### AUTHORIZED REPRESENTATIVE:

Signature 

Date August 26, 2013

Name Steve Gye

Title President

Fax No. 469-522-0003

**EXHIBIT 2**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**EXHIBIT 2**  
**SCOPE OF WORK AND PRODUCT SPECIFICATIONS**

The scope of work and/or technical specifications shall be finalized upon the selection of the Contractor. The proposal submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the scope of work and/or technical specification below. It is anticipated that the scope proposal submission will include, at a minimum, the following:

**GENERAL CONDITIONS**

Each proposer shall be held to have examined the areas and premises under consideration and confirms he fully understands these specifications and the City's needs and satisfies himself that he is cognizant of all factors relating to the requirements contained in these specifications as no extra charges or compensation will be allowed after the bids are opened. Direct all technical questions and to arrange tours of each facility, contact the Facilities Management Representative, David Saltsman at 940-349-7200. Request for Proposal or specifications-related questions shall be e-mailed to Cindy Alonzo, Buyer at [cynthia.alonzo@cityofdenton.com](mailto:cynthia.alonzo@cityofdenton.com).

Workers Hours, as shown on Exhibit 1 – Pricing Sheet, is defined as the estimated time it takes an average person to satisfactorily clean the designated area.

**A. SUPPLIES**

Sustainability is of the utmost importance to the City of Denton. The City of Denton will require Green Cleaning Practices, using proper equipment, cleaning products and consumables and/or meet the City needs.

1. Contractor will agree to provide all necessary cleaning supplies and equipment as may be required to perform the cleaning assignments outlined in the bid specifications. Contractor will use Green chemicals approved by EPA standards and, if awarded, will provide detailed information on products to be used. A quaternary-based disinfectant will be used where disinfectant is specified. Disinfectant will be applied per manufacturer's instruction.
2. If awarded, the Contractor will furnish paper towels, toilet paper, hand soap and deodorizers. Paper towels will be white multi-fold or rolled, an appropriate type and weight to dispense easily from holder. Toilet tissue will be two (2) ply. City buildings have a variety of hand soap dispensers and types of soap for the dispensers. The Contractor will be responsible for providing the appropriate hand soap for the dispensers, such as Dermapro, foaming, or equivalent. Contractor will furnish all trash liners.



~~EXHIBIT~~  
**CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

3. All Contractor-furnished supplies and materials shall be appropriate size and quantity, to be determined by the City of Denton. All Contractor furnished supplies and materials shall be of the highest quality. No additional charges shall be made to the City for these items.
4. Contractor will provide MSDS sheets for all cleaning supplies.

**B. PERSONNEL**

1. THERE WILL BE NO SUBCONTRACTING OF CONTRACT CLEANING.
2. The Contractor will provide a daytime contact person at a supervisory/management level. This person will have inspections and conversations with each assigned facility representative monthly minimal or more often if needed.
3. Due to the travel from building to building, one or more rover supervisors will be required to insure security and quality work at night.
4. Contract staff will lock and secure all doors and turn off all lights before leaving their job site(s).
5. Contract staff will not prop open any locked/secured doors.
6. The Contractor shall provide a list of employees (by name) who will work at the City of Denton. Beside each name, list their auto insurance company if they will be using their autos to transport paper goods, or other equipment on City property and public streets and/or roadways.
7. The Contractor shall provide a list of supervisor's names and their respective telephone and pager numbers.
8. The Contractor shall provide a list of employees who will have keys/cards for entering buildings and shall denote which employee(s) have access to which buildings.
9. The Contractor shall insure that daytime staff and supervisors can speak, read, and write fluent English.
10. No person under eighteen (18) years of age may perform janitorial work. No person under eighteen (18) years of age may accompany janitor while janitorial work is being performed.

**EXHIBIT  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

11. All Contractor's staff must have picture I.D. badges, provided by the City of Denton, on while on City property.

**C. BACKGROUND CHECKS**

Upon award of the contract, the selected Contractor's custodians, supervisors, and floor cleaners, who will be assigned to work in the City of Denton buildings, shall be required to pass a criminal background and social security number validity checks. The background check clearance documentation shall be provided to the contract administrator for review. The cost of these shall be included in the Contractor's proposal. As the custodians, supervisors, and floor cleaners are replaced throughout the term of the contract, the Contractor shall provide clearance documentation to the contract administrator. The Contractor's staff will not be authorized to work on City premises until approval is granted by the contract administrator. The Contractor shall be responsible for all costs associated with these background checks performed for the replacements.

The City shall conduct additional background checks for the selected Contractor's custodians, supervisors, and floor cleaners, who will be assigned to certain areas of the City. The additional background checks shall include checks conducted by the following agencies: Federal Bureau of Investigations (FBI), Texas Law Enforcement Telecommunications Systems (TLETS), and North American Electric Reliability Commission (NERC). Exhibit 1 of the Request for Proposal indicates which areas and positions that require these additional background checks. The City shall be responsible for the costs of the initial FBI, TLETS, and NERC background checks performed, upon the award of the contract by City Council. As the assigned employees are replaced with new employees throughout the term of the contract, the Contractor shall be responsible for paying for the costs to perform the FBI, TLETS, and NERC background checks for the new employees. The City shall conduct all FBI, TLETS, and NERC background checks. The City reserves the right, at its discretion, to bill the Contractor upon employee replacement or re-assignment for the performance of background checks.

**The Contractor's staff will not be authorized to work on City premises until approval is granted by the contract administrator.**

**D. QUALITY ASSURANCE**

1. The Contractor will complete a monthly, quarterly, and annual job assignment schedule before beginning the contract. The schedule form will be provided by the Contractor. A copy of the schedule will be given to the City.
2. Each night before cleaning the building the janitorial staff will review the previous night's checklist and correct any deficiencies noted by City of Denton staff.
3. The janitorial staff will complete a checklist nightly indicating the work completed.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**JANITORIAL DUTIES ALL BUILDINGS**

**A. DAILY**

1. Remove all trash and replace liners.
2. Vacuum all rugs and carpeted areas, spot clean carpet as needed.
3. Sweep/dust mop floors and wet mop floor coverings as specified.
4. Feather dust and wipe with cloth all furniture and equipment.
5. Wipe clean all entry/exit glass, sidelights, glass partitions, and inside glass and glass doors, and building directories.
6. Spot clean all soil and finger marks from walls, light switches, doors, doorframes, and metalwork.
7. Wipe clean and disinfect all water fountains, break room tables, conference tables, and kitchen counters.
8. Refill all paper towels, toilet tissue and soap dispensers.
9. Clean and disinfect walls, floors, and equipment in restrooms.
10. Sweep and remove all waste materials from open storage areas.
11. Sweep clean doormats.
12. Clean Communication/Computer areas and Jail as specified.
13. Secure doors and turn out lights.
14. Disinfect, but never wax, all ceramic tile floors and walls.

**B. DAILY- EXTERIOR AREAS**

1. Clean the exterior building entries including landing in front of the doors, steps, exterior glass, walls, ceiling, lighting, signs, and smoking receptacles.
2. Screen all sand urns and replenish sand as required.
3. Pick up any trash, sweep and mop.
4. Empty and damp wipe all ashtrays and ash receptacles.
5. Sweep and mop landings.

**C. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Edge vacuum, move furniture as needed weekly.
2. Spray buff floors weekly.
3. Wipe clean and disinfect all telephones weekly.
4. Surface-clean all appliances in kitchen areas.
5. Clean Communications/Computer areas and Jail as specified.
6. Vacuum upholstered chairs/couches.

**D. MONTHLY (Completed by 3rd Tuesday of each month at 8:00a.m.)**

1. Scrub and re-wax floors monthly (as needed or requested).
2. Dust with cloth and clean Venetian, vertical, and mini blinds.
3. Dust with cloth and canister vacuum the exterior of lighting fixtures, ceiling fans, air diffusers, return grills, louvers, baseboards, and ledges.
4. Wash all corridor, vestibule and elevator doors and frames; clean and polish all door hardware and unpainted metalwork (mail depository, signs, and lettering).
5. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.).
6. Dust all pictures, frames, chart boards, clocks, and similar wall hangings.
7. Wash all exterior doorframes and remove all dirt and cobwebs from entry areas.
8. Dust all woodwork, wood walls, railings, chair rails, trim, and hanging signs.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

9. Vacuum beneath plastic carpet protectors.
10. Pour five (5) gallons of hot water down all floor drains monthly.
11. Clean Communications/Common areas and Jail as specified.

**E. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.
2. Strip, wash, wax, and buff resilient flooring, including all hallways. **Ceramic tile floors/walls do not get waxed.**
3. Dust and clean Venetian, vertical, and mini blinds.
4. Dust the exterior of lighting fixtures, air diffusers, return grills, and louvers.
5. Wash all corridor, vestibule and elevator doors and frames; clean and polish all door hardware and unpainted metalwork (mail depository, signs, and lettering.)
6. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.)
7. Dust all pictures, frames, chart boards, and similar wall hangings.
8. Wash all inside glass and glass doors.
9. Provide written schedule for numbers 1, 3 & 6.

**LOBBIES, OFFICE AREAS, CONFERENCE ROOMS, AND LIBRARIES**

**A. DAILY**

1. Ensure entrance lobbies and public areas are clean and free from litter.
2. During inclement weather mop or vacuum rubber mats and/or carpet runners.
3. Empty wastebaskets and replace liner daily. Remove waste paper and other waste materials.
4. Remove finger marks from glass doors, sidelights, and inside/outside of all glass entry/exit doors.
5. Thoroughly dust and wipe clean all furniture (such as desk tops and table tops), files, windowsills, and counters.
6. Wash, wipe clean, and disinfect all drinking fountains.
7. Dust and wipe clean all plastic, vinyl, or leather covered chairs.
8. Move light furniture other than desks, files, etc., prior to sweeping or vacuuming floors; replace furniture upon completion.
9. Vacuum all rugs and carpeted areas and wet mop tile floor areas every day. **Spot clean carpet as needed.** Thoroughly vacuum all carpeted stairs.
10. Spot clean soil and finger marks from painted or washable surfaces.
11. Library shelving -dust at least one range of shelving nightly until entire stacks are cleaned and then begin the process over.
12. Clean underneath Library book stacks, dust extensions on ends and panels behind book stacks.
13. Dust and wipe clean Library magazine shelving.
14. Secure doors and turn lights out.
15. Secure all interior and exterior doors and turn out lights. Set the security alarm if applicable.

**B. WEEKLY (Completed by Tuesday at 8:00a.m.)**

1. Spray buff floors.
2. Clean all glass furniture tops.
3. Canister edge vacuum, move furniture as needed.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

4. Wipe clean and disinfect all telephones.
5. Vacuum upholstered chairs/couches.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Scrub and re-wax floors.
2. Dust with cloth Venetian, vertical, and mini blinds.
3. Dust with cloth and canister vacuum the exterior of light fixtures, ceiling fans, air diffusers, return grills, louver, baseboards, and ledges.
4. Wash and remove all finger marks and soil from doors, doorjambs, walls, and elevator doors with particular attention to areas surrounding light switches and drinking fountains.
5. Clean and polish all door hardware and unpainted metalwork.
6. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.).
7. Dust all pictures, frames, chart boards, clocks, and similar wall hangings.
8. Dust all woodwork, woodcarvings, railings, chair rails, trim, and hanging signs.
9. Vacuum beneath plastic carpet protectors.
10. Clean Library fireplace, clean and polish all brass work and fireplace tools.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**ELEVATORS/CORRIDORS/UTILITY ROOMS/SERVICE CLOSETS**

**A. DAILY**

1. Dust and wipe clean, using disinfectant, elevator entrance doors and frames, hose cabinets, etc.
2. Dust and wipe clean all counters and tables used by public.
3. Remove finger marks from glass entryways, doors, and partitions.
4. Spot clean soil and finger marks from painted or washable surfaces.
5. Sweep and mop all resilient flooring.
6. Spot clean all vinyl furniture.
7. Vacuum all rugs and carpeted areas, spot clean carpet.
8. Clean and maintain, in an orderly condition, all utility rooms and service closets. Store cleaning materials, supplies, and cleaning equipment neatly, in a lawful manner, and in full compliance with the Owner's insurance requirements.
9. Sweep and mop with soap and/or disinfectant all tile floors.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Sweep and dust mop all uncarpeted areas. Spray buff traffic areas of resilient tile flooring, to continually maintain resilient flooring.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00a.m.)**

1. Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches and drinking fountains.
2. Thoroughly clean, vacuum, and spot clean upholstered furniture.
3. Clean ceiling fan blades.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**INTERIOR STAIRWAYS**

**A. DAILY**

1. Remove litter from stairs and stair landings. Sweep clean every night.

**B. WEEKLY (Completed by Tuesday at 8:00a.m.)**

1. Sweep and wet mop stairs and landing.
2. Wipe clean, using disinfectant, all handrails and walls adjacent to handrails.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00a.m.)**

1. Dust and wash tread, risers, stringers, base, spindles, and newels.
2. Dust and wipe clean hose racks, risers, piping, and fitting.
3. Remove all finger marks and soil from doors and doorframes.
4. Dust and wipe clean doors and doorframes and polish all unpainted hardware.
5. Dust and wash soffits of stairs and stair landings.
6. Dust exterior of lighting fixtures, signs, etc.

**CREWROOMS**

**A. DAILY**

1. Sweep and wet mop floors.
2. Remove all finger marks and soil from doors, doorjambs, and walls.
3. Clean interior glass, windows, clean and disinfect water fountains.
4. Spot clean and vacuum carpet as applicable.
5. Empty wastebaskets, wipe down and replace liners.
6. Wipe down all table tops.

**B. WEEKLY (Completed by Tuesday at 8:00a.m.)**

1. Spray buff resilient flooring weekly.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Scrub and re-wax floors monthly.
2. Perform all high and low dusting.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**COMMUNICATIONS/ 911 /COMPUTER AREAS**

Computer areas can be defined as those where access is limited to specified personnel and generally controlled with locked doors requiring special key or key card for entry. The area will usually have a raised floor and will contain electronic equipment. Only approved building receptacles are to be used when connecting any electrical applicant to power.

**NOTE: Communications/Computer/Restricted areas only:** Access is allowed during the day for cleaning; no access is allowed at night unless authorized, and **person assigned to clean these areas must have the following background checks: FBI, TLETS, and NERC.**

**A. DAILY**

1. Empty wastepaper and carbon bins. Replace the liner daily.
2. Raised floor should be dry-mopped. Never wax raised floor or use harsh abrasive or steel wool for cleaning. A damp mop may be used for removing spills.
3. Dust and wipe clean all furniture, files, and tops of computing equipment. Only a dust absorbent cloth may be used. Never use a feather duster.
4. Dust doors and trim within reach.
5. Clean all glass furniture tops.
6. Remove finger marks from glass doors and sidelights.
7. Dust and wipe clean all plastic, vinyl, or leather covered chairs.
8. Move light furniture other than desks, files, etc. prior to mopping; replace furniture upon completion.
9. Sweep and mop floor areas and all rubber ramp areas nightly.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Scrub mop, with a damp mop, floors in Communication areas.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00a.m.)**

1. Remove all finger marks and soil from doors, doorjamb, and walls with particular attention to areas surrounding light switches.
2. Wash all partition glass and glass doors.
3. Scrub and wax floors in Communications area.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**E. SEMI-ANNUALLY (Completed on 10/15 and 3/15)**

1. Vacuum beneath raised floor area.

Coordinate with:

Facilities Management Representative- David Saltsman- Police Department/  
Technology Services Department- Bobbie Arashiro

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**JAIL AREA**

**A. DAILY**

1. Collect trash, sweep and mop with disinfectant all individual jail cells as well as all common areas of the jail.
2. Clean and disinfect toilets in each jail cell.
3. Wipe down mattresses in jail cells with disinfectant.
4. Clean and disinfect shower stalls.
5. Check detoxification (drunk) tank, clean and disinfect floors and walls daily.
6. Sweep and mop kitchen area.
7. Clean all glass windows and disinfect counter tops, including attorney's booth, entry desk and fingerprint counter.
8. Maintain an adequate supply of toilet paper in each cell.
9. Fill soap dispenser as needed.
10. Sweep and mop floors in visitation areas.
11. Clean other areas not listed that may be required by the jailers.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Spray and buff all tile floors in jail area.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00a.m.)**

1. Scrub and re-wax floors monthly.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**SALLY PORT IN POLICE DEPARTMENT AT CITY HALL EAST**

**A. DAILY**

1. Sweep clean of debris daily.
2. Empty wastepaper and replace the liner.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Mop and remove any drip spots left by vehicles.

**CONFERENCE ROOMS/MULTI-PURPOSE ROOMS/CRAFT ROOMS**

**A. DAILY**

1. Empty wastebaskets and replace liner daily. Remove waste paper and other waste materials.
2. Remove finger marks from glass doors, sidelights, and inside/outside of all glass entry/exit doors.
3. Wash all drinking fountains.
4. Dust and wipe clean all furniture, plastic, vinyl, or leather covered chairs.
5. Move light furniture other than desks, files, etc., prior to sweeping or vacuuming floors; replace furniture upon completion.



**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

6. Vacuum all rugs and carpeted areas and dust mop tile floor areas every day. Spot clean carpet as needed.
7. Spot clean soil and finger marks from painted or washable surfaces.
8. Secure all interior and exterior doors and turn out lights. Set security alarm.
9. Mop all VCT floors and tile floors.
10. Disinfect, but never wax, all ceramic tile floors and walls.

**B. WEEKLY (Completed by Tuesday at 8:00a.m.)**

1. Thoroughly dust and wipe clean all furniture (such as desk tops/tabletops) files, telephones, windowsills, and counters.
2. Clean all glass furniture tops.
3. Spray buff tile floors.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Dust doors, chair rails, and trim within reach.
2. Dust and wipe clean all unpainted metalwork.
3. Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches and drinking fountains.
4. Clean all interior partition glass.
5. Vacuum beneath plastic carpet protectors.
6. Thoroughly clean and vacuum all upholstered furniture.

**REST ROOMS**

**A. DAILY**

1. Scour, wash, and disinfect all lavatories, showers, water closets, and urinals.
2. Wash, disinfect, and wipe dry both sides of all toilet seats.
3. Wash and polish all mirrors, powder shelves, and unpainted metalwork including hardware, flush valves, piping, etc.
4. Remove all graffiti.
5. Wipe clean all toilet tissue, paper towel, soap, and sanitary napkin dispensers.
6. Empty paper towel and sanitary napkin disposal units.
7. Remove waste paper and other waste materials.
8. Refill all toilet tissue, paper towel, and soap dispensers.
9. Sweep, mop, and disinfect all floors and bases.

**B. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Wash tile wall surfaces subject to splashing.
2. Wash and polish all wall tile, toilet stalls, and partitions.
3. Machine scrub and disinfect all floors and 4" bases.
4. Dust and wipe clean all corridor and vestibule entrance doors, toilet stalls, and partitions, including areas behind commodes and urinals.
5. Pour five (5) gallons of water monthly down floor drains to prevent sewer gas backup.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**RECEPTION AREAS/SUN ROOM/LIVING AREAS**

**A. DAILY**

1. Dust walls within reach.
2. Spot clean finger marks and soil on walls.
3. Wash glass doors, both sides, glass partitions and glass entryways.
4. Wipe clean all glass side lights and glass walls.
5. Dust and wipe clean all telephones, telephones booths, counter tops, etc.
6. Sweep and mop floors; protect base during floor washing to avoid staining.
7. Wash glass of building directory.
8. Wash and disinfect all drinking fountains (interior and exterior).
9. Empty wastebaskets and replace liner daily.
10. Vacuum carpets and doormats, spot clean carpets.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Thoroughly dust and wipe clean all furniture (such as desk tops/table tops) files, telephones, windowsills, and counters.
2. Clean all glass furniture tops.
3. Spray buff tile floors.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Wash painted doors, doorframes, and walls.
2. Clean and polish all unpainted metalwork (doors and frames, mail depository, signs, and lettering).
3. Dust exterior surface of lighting fixture, air diffusers, return grills and louvers.
4. Dust all surfaces not reached in daily cleaning including ceilings.
5. Machine scrub/wax VCT tile floors.

**BREAK ROOMS/GAME ROOMS/ACTIVITY ROOMS/CLASS ROOMS/KITCHEN AREAS**

**A. DAILY**

1. Wipe and disinfect tabletops.
2. Clean sink and appliances. Inside of sinks will be scrubbed when empty. Janitors will not be responsible washing dishes or other items in the sink.
3. Clean and disinfect water fountain.
4. Sweep and mop floor with soap and/or disinfectant.
5. Empty wastebaskets, wipe down, and replace liners.
6. Wipe, and remove spots from counter.
7. Wash all inside glass and glass doors.
8. Fill paper towel dispensers.
9. Wipe clean mirrors.
10. Spot clean carpet.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Surface clean refrigerator, ranges, icemaker and microwave.
2. Vacuum carpet.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

3. Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches and drinking fountains.
4. Spray buff floors.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Scrub and re-wax floors.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**GYMNASIUMS/WEIGHT ROOMS**

*\*Any facility where a gym is located, the gym is to be maintained by the janitorial vendor even if it is not indicated on the checklist for the particular complex.*

**A. DAILY**

1. Dust mop floors.
2. Remove all finger marks and soil from doors, doorjambs, and walls.
3. Clean interior glass, windows, and water fountains.
4. Spot/wet mop spills with soap and water or disinfectant, etc.
5. Empty wastebaskets, wipe down, and replace liners.
6. Mop black sport floor in weight room with manufacturer's recommended cleaner.

**B. WEEKLY (Completed by Tuesday at 8:00 a.m.)**

1. Wet mop (or scrub) floor surface per manufacturer's requirements; spray buff where required. Wax where required.
2. Wipe down bleachers and clean under them.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 8:00 a.m.)**

1. Apply wax and/or conditions required by floor manufacturer.
2. Perform all high and low dusting.
3. Maintain wood floors and wall carpet.
4. Vacuum/remove stains from wall carpet.

**CARPET CLEANING**

All carpet will be cleaned per carpet manufacturers specification by an agreed upon carpet schedule up to two (2) times a year at the price bid herein. A schedule for carpet cleaning will be provided to Facilities Management within two (2) weeks from award of bid. If carpet is not cleaned satisfactorily in month when scheduled, an outside contractor will be brought in, with the price difference being billed to the bid contractor. All interior carpet will be spot cleaned daily. Contractor to provide a method of verifying that cleaning was completed to manufacturer's specifications.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Civic Center Specifications**  
**Monday-Friday Cleaning**

**DAILY**

**Office Areas**

Empty wastebaskets/trash cans and replace liners.  
Take recycled materials to blue recycle dumpster in the loading dock parking lot.  
Vacuum office floors (move light furniture, return furniture).  
Spot clean carpet as needed.  
Clean soil and finger marks from all washable surfaces (i.e., windows, door panels).

**Kitchen**

Wipe clean all stainless surfaces.  
Sweep and wet mop floor (use disinfectant)  
Empty trash receptacles and replace liners.  
Wipe clean all appliances (stove, microwave, ice machine, etc.).

**Restrooms**

Scour, wash, and disinfect all lavatories, urinals, and toilet stalls.  
Disinfect and wipe dry both sides of all toilet seats and entire toilet fixture.  
Polish all mirrors.  
Wash hardware, flush valves and pipes.  
Remove all gum, graffiti  
Wipe clean toilet tissue, paper towel, soap, and napkin dispensers.  
Remove waste paper and replace liner.  
Refill toilet tissue, paper towel, and soap dispensers.  
Lock toilet tissue, paper towel, and soap dispensers.  
Sweep and wet mop floors (use disinfectant).

**Lobby/Reception Area. Conference Room. Copier Room**

Clean glass in Lobby/Reception area.  
Clean all glass doors and all counters.  
Dust mop and wet mop flooring in Lobby area.  
Dust wall areas within reach and banisters.  
Empty trash cans and replace liners.  
Take recycled materials to blue recycle dumpster in the loading dock parking lot.  
Vacuum all door mats.  
Remove gum, candy from floors.  
Vacuum floors and spot clean carpets.  
Sweep and wet mop all brick floors.

**Community Room/Back Area Meeting RoomsNestibule**

Empty waste baskets/trash cans and replace liners.  
Vacuum floors (move chairs as needed, return to original set-up).  
Spot clean carpet as needed.  
Dust wallboards, AN equipment, tables and chairs.  
Dust and clean soil and finger marks from all washable surfaces (i.e., windows, door panels).  
Lock all meeting rooms after cleaning is completed to ensure ALL equipment is secure.  
Turn off all lights.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**Rotunda**

Remove all gum, candy, and marks from floor.  
Sweep, dust mop, and wet mop floor with soap and water and buff if needed.  
Empty trash cans and replace liners.  
Wash trash cans with soap and water weekly.  
Wipe clean glass and remove fingerprints from Building Attendant office.  
Wipe clean kick plates on dock doors.  
Wipe clean wooden benches.

**Track**

Wipe clean, disinfect, and polish all drinking fountains.  
Vacuum flooring and spot clean.  
Dust rails and all reachable areas, including lights.  
Empty trash can and replace liner.

**Vending**

Wipe clean, disinfect, and polish drinking fountain.  
Dust mop and wet mop floor with soap and water.  
Wipe clean glass door.  
Wipe clean and dust vending machines.  
Wipe clean wooden benches.  
Dust doorway entrances to vending area.

**Elevator**

Vacuum floor.  
Dust walls and operations panel.  
Wipe clean walls weekly.  
Clean doors inside and out on all 3 floors.

**Stairwells**

Remove litter from stairs and stair landings.  
Remove gum and candy from stairs and landings.  
Sweep clean every night.

**Building/Center**

**Cleaning is to be done after 11 p.m. Monday- Friday.**

Provide all supplies and equipment necessary to clean the facility.  
Check porches/sidewalks and sweep to curb.  
Clean front glass at vestibules.  
Securely close and lock all interior and exterior doors.  
Turn off all lights and fans except the outdoor facility main entrance lights.  
Correctly reset all alarms/security systems.

**WEEKLY**

Spray buff all floors.  
Check walls for spots and remove spots.  
Clean all trash cans and wash.  
Dust hand rails.  
Dust fire extinguishers.

**EXHIBIT 1**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

Wet mop all stairs and landings with soap and water.  
Wipe clean all handrails.

**MONTHLY**

Dust doors, chair rails, shelving, and trim within reach.  
Wipe clean entrance doors and toilet stalls.  
Machine scrub and disinfect restroom floors.  
Machine scrub and buff auditorium floor.  
Remove all finger marks and soil from doors, doorjambs, and walls.  
Clean all doors and wood (furniture polish should be used when needed).  
Sweep/clean *NC* Room.

**SEMI-  
ANNUALLY**

Strip, wash, wax, and buff resilient flooring, including all hallways.  
Dust and clean venetian, vertical, and mini-blinds.  
Dust the exterior of light fixtures, air diffusers, return grills, and louvers.  
Clean and polish all door hardware and unpainted metalwork (mail depository, signs, and lettering).  
Dust all pictures, frames, chart boards, and similar wall hangings.  
Wash all inside glass and glass doors.

**JULY 4 and DECEMBER 23**

Steam (extract clean) all carpets.  
Strip auditorium floor and re-wax.  
Sweep *NC* storage room.  
Dust all surfaces in *NC* storage room

**EXHIBIT 2**  
**CITY OF DENTON**  
**RFP FOR JANITORIAL SERVICES**

**EXHIBIT 2 - ADDITIONAL FACILITIES**

**DENTON MUNICIPAL ELECTRIC (DME) ONLY**  
**SCOPE OF WORK AND PRODUCT SPECIFICATIONS**

*Note: The specifications and scope of work for the DME facilities are in addition to the scope of work and specifications as shown on pages 1 – 35 of Exhibit 2. DME staff shall have the option to utilize the contract for janitorial services at its discretion.*

The scope of work and/or technical specifications shall be finalized upon the selection of the Contractor. The proposal submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the scope of work and/or technical specification below. It is anticipated that the scope proposal submission will include, at a minimum, the following:

**GENERAL CONDITIONS**

Each proposer shall be held to have examined the areas and premises under consideration and confirms he fully understands these specifications and the City's needs and satisfies himself that he is cognizant of all factors relating to the requirements contained in these specifications as no extra charges or compensation will be allowed after the bids are opened. Direct all technical questions and to arrange tours of each facility, contact the Facilities Management Representative, David Saltsman at 940-349-7200. Request for Proposal or specifications-related questions shall be e-mailed to Cindy Alonzo, Buyer at [cynthia.alonzo@cityofdenton.com](mailto:cynthia.alonzo@cityofdenton.com).

Workers Hours, as shown on Exhibit 1 – Pricing Sheet, is defined as the estimated time it takes an average person to satisfactorily clean the designated area.

**A. SUPPLIES**

Sustainability is of the utmost importance to the City of Denton. The City of Denton will require Green Cleaning Practices, using proper equipment, cleaning products and consumables and/or meet the City needs.

1. Contractor will agree to provide all necessary cleaning supplies and equipment as may be required to perform the cleaning assignments outlined in the bid specifications. Contractor will use Green chemicals approved by EPA standards and, if awarded, will provide detailed information on products to be used. A quaternary-based disinfectant will be used where disinfectant is specified. Disinfectant will be applied per manufacturer's instruction.
2. If awarded, the Contractor will furnish paper towels, toilet paper, hand soap and deodorizers. Paper towels will be white multi-fold or rolled; however, the DME campus

~~EXHIBIT~~  
**CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

building supplies shall be the appropriate Enmotion type of paper towels that fit our existing dispensers.. Toilet tissue shall be two (2) ply and the DME campus buildings will only use Angel soft compact tissue. . City buildings have a variety of hand soap dispensers and types of soap for the dispensers and the contractor shall supply the appropriate type that is presently utilized in all City buildings. The Contractor will be responsible for providing the appropriate sanitizing hand soap for the dispensers, such as Dermapro, foaming, or equivalent. Contractor will furnish all trash liners.

3. All Contractor-furnished supplies and materials shall be appropriate size and quantity, to be determined by the City of Denton. All Contractor furnished supplies and materials shall be of the highest quality. No additional charges shall be made to the City for these items. Contractor will provide MSDS sheets for all cleaning supplies.

**B. PERSONNEL**

1. THERE WILL BE NO SUBCONTRACTING OF CONTRACT CLEANING.
2. The selected Contractor is encouraged to interview and consider utilizing the existing cleaning personnel that DME is using thru existing their current temporary services agency.
3. The Contractor will provide a daytime contact person at a supervisory/management level. This person will have inspections and conversations with each assigned facility representative monthly minimal or more often if needed.
4. Due to the travel from building to building, one or more rover supervisors will be required to insure security and quality work at night.
5. Contract staff will lock and secure all doors and turn off all lights before leaving their job site(s).
6. Contract staff will not prop open any locked/secured doors.
7. The Contractor shall provide a list of employees (by name) who will work at the City of Denton. Beside each name, list their auto insurance company if they will be using their autos to transport paper goods, or other equipment on City property and public streets and/or roadways.
8. The Contractor shall provide a list of supervisor's names and their respective telephone and pager numbers.
9. The Contractor shall provide a list of employees who will have keys/cards for entering buildings and shall denote which employee(s) have access to which buildings.



**CITY OF DENTON  
EXHIBIT  
RFP FOR JANITORIAL SERVICES**

10. The Contractor shall insure that daytime staff and supervisors can speak, read, and write fluent English.
11. No person under eighteen (18) years of age may perform janitorial work. No person under eighteen (18) years of age may accompany janitor while janitorial work is being performed.
12. All Contractor's staff must have picture I.D. badges, provided by the City of Denton, on while on City property.
13. Should the DME facility buildings be among the facilities that are selected by DME and the City of Denton to fall under this contract, then at any point should DME or the City of Denton encounter an issue or have concerns with any individual Contractor employee or the manner in which they are attempting to perform their duties, DME and/or the City of Denton retain the right to immediately suspend the cleaning activities and request a Contractor supervisor to resolve the issue or replace their cleaning employee.

**C. BACKGROUND CHECKS**

Upon award of the contract, the selected Contractor's custodians, supervisors, and floor cleaners, who will be assigned to work in the City of Denton buildings, shall be required to pass a criminal background and social security number validity checks. The background check clearance documentation shall be provided to the contract administrator for review. The cost of these shall be included in the Contractor's proposal. As the custodians, supervisors, and floor cleaners are replaced throughout the term of the contract, the Contractor shall provide clearance documentation to the contract administrator. The Contractor's staff will not be authorized to work on City premises until approval is granted by the contract administrator. The Contractor shall be responsible for all costs associated with these background checks performed for the replacements.

The City shall conduct additional background checks for the selected Contractor's custodians, supervisors, and floor cleaners, who will be assigned to certain areas of the City. The additional background checks shall include checks conducted by the following agencies: Federal Bureau of Investigations (FBI), Texas Law Enforcement Telecommunications Systems (TLETS), and North American Electric Reliability Commission (NERC). Exhibit 1 of the Request for Proposal indicates which areas and positions that require these additional background checks. The City shall be responsible for the costs of the initial FBI, TLETS, and NERC background checks performed, upon the award of the contract by City Council. As the assigned employees are replaced with new employees throughout the term of the contract, the Contractor shall be responsible for paying for the costs to perform the FBI, TLETS, and NERC background checks for the new employees. The City shall conduct all FBI, TLETS, and NERC background checks. The City reserves the right, at its discretion, to bill the Contractor upon employee replacement or re-assignment for the performance of background checks.

**The Contractor's staff will not be authorized to work on City premises until approval is granted by the contract administrator.**

**EXHIBIT  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**All DME Physical Security Perimeter (PSP) Areas can not be entered nor cleaned until at least two NERC certified System Operators are on duty and they are not currently engaged in electrical restoration activities. The cleaning personnel will be required to sign in, be escorted through out the cleaning activities and then sign out upon entry of the PSP areas. Should two DME NERC operators are not be available, then the cleaning personnel will be required to check back at a later time that day until time is available for DME to escort the cleaning personnel.**

**D. QUALITY ASSURANCE**

1. The Contractor will complete a monthly, quarterly, and annual job assignment schedule before beginning the contract. The schedule form will be provided by the Contractor. A copy of the schedule will be given to the City.
2. Each night before cleaning the building the janitorial staff will review the previous night's checklist and correct any deficiencies noted by City of Denton staff.
3. The janitorial staff will complete a checklist nightly indicating the work completed.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**JANITORIAL DUTIES ALL DME BUILDINGS**

**A. DAILY**

1. Remove all trash and replace liners.
2. Vacuum all rugs and carpeted areas, spot clean carpet as needed.
3. Sweep/dust mop floors and wet mop floor coverings as specified.
4. Feather dust and wipe with cloth all furniture and equipment.
5. Wipe clean all entry/exit glass, sidelights, glass partitions, and inside glass and glass doors, and building directories.
6. Spot clean all soil and finger marks from walls, light switches, doors, doorframes, and metalwork.
7. Wipe clean and disinfect all water fountains, break room tables, conference tables, and kitchen counters.
8. Refill all paper towels, toilet tissue and soap dispensers.
9. Clean and disinfect walls, floors, and equipment in restrooms.
10. Sweep and remove all waste materials from open storage areas.
11. Sweep clean doormats.
12. Clean Communication/Computer areas and Jail as specified.
13. Secure doors and turn out lights.
14. Disinfect, but never wax, all ceramic tile floors and walls.

**B. DAILY- EXTERIOR AREAS**

1. Clean the exterior building entries including landing in front of the doors, steps, exterior glass, walls, ceiling, lighting, signs, and smoking receptacles.
2. Screen all sand urns and replenish sand as required.
3. Pick up any trash, sweep and mop.
4. Empty and damp wipe all ashtrays and ash receptacles.
5. Sweep and mop landings.

**C. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Edge vacuum, move furniture as needed weekly.
2. Spray buff floors weekly.
3. Wipe clean and disinfect all telephones weekly.
4. Surface-clean all appliances in kitchen areas.
5. Clean Communications/Computer areas and Jail as specified.
6. Vacuum upholstered chairs/couches.

**D. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Scrub and re-wax floors monthly (as needed or requested).
2. Dust with cloth and clean Venetian, vertical, and mini blinds.
3. Dust with cloth and canister vacuum the exterior of lighting fixtures, ceiling fans, air diffusers, return grills, louvers, baseboards, and ledges.
4. Wash all corridor, vestibule and elevator doors and frames; clean and polish all door hardware and unpainted metalwork (mail depository, signs, and lettering).
5. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.).
6. Dust all pictures, frames, chart boards, clocks, and similar wall hangings.
7. Wash all exterior doorframes and remove all dirt and cobwebs from entry areas.
8. Dust all woodwork, wood walls, railings, chair rails, trim, and hanging signs.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

9. Vacuum beneath plastic carpet protectors.
10. Pour five (5) gallons of hot water down all floor drains monthly.
11. Clean Communications/Common areas and Jail as specified.

**E. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.
2. Strip, wash, wax, and buff resilient flooring, including all hallways. **Ceramic tile floors/walls do not get waxed.**
3. Dust and clean Venetian, vertical, and mini blinds.
4. Dust the exterior of lighting fixtures, air diffusers, return grills, and louvers.
5. Wash all corridor, vestibule and elevator doors and frames; clean and polish all door hardware and unpainted metalwork (mail depository, signs, and lettering.)
6. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.)
7. Dust all pictures, frames, chart boards, and similar wall hangings.
8. Wash all inside glass and glass doors.
9. Provide written schedule for numbers 1, 3 & 6.

**LOBBIES, OFFICE AREAS, AND CONFERENCE ROOMS**

**A. DAILY**

1. Ensure entrance lobbies and public areas are clean and free from litter.
2. During inclement weather mop or vacuum rubber mats and/or carpet runners.
3. Empty wastebaskets and replace liner daily. Remove waste paper and other waste materials.
4. Remove finger marks from glass doors, sidelights, and inside/outside of all glass entry/exit doors.
5. Thoroughly dust and wipe clean all furniture (such as desk tops and table tops), files, windowsills, and counters.
6. Wash, wipe clean, and disinfect all drinking fountains.
7. Dust and wipe clean all plastic, vinyl, or leather covered chairs.
8. Move light furniture other than desks, files, etc., prior to sweeping or vacuuming floors; replace furniture upon completion.
9. Vacuum all rugs and carpeted areas and wet mop tile floor areas every day. **Spot clean carpet as needed.** Thoroughly vacuum all carpeted stairs.
10. Spot clean soil and finger marks from painted or washable surfaces.
11. Library shelving -dust at least one range of shelving nightly until entire stacks are cleaned and then begin the process over.
- 12..
- 13..
14. Secure doors and turn lights out.
15. Secure all interior and exterior doors and turn out lights. Set the security alarm if applicable.

**B. WEEKLY (Completed by Tuesday at 7:00a.m.)**

1. Spray buff floors.
2. Clean all glass furniture tops.
3. Canister edge vacuum, move furniture as needed.
4. Wipe clean and disinfect all telephones.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

5. Vacuum upholstered chairs/couches.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Scrub and re-wax floors.
2. Dust with cloth Venetian, vertical, and mini blinds.
3. Dust with cloth and canister vacuum the exterior of light fixtures, ceiling fans, air diffusers, return grills, louver, baseboards, and ledges.
4. Wash and remove all finger marks and soil from doors, doorjambs, walls, and elevator doors with particular attention to areas surrounding light switches and drinking fountains.
5. Clean and polish all door hardware and unpainted metalwork.
6. Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.).
7. Dust all pictures, frames, chart boards, clocks, and similar wall hangings.
8. Dust all woodwork, woodcarvings, railings, chair rails, trim, and hanging signs.
9. Vacuum beneath plastic carpet protectors.
10. Clean Library fireplace, clean and polish all brass work and fireplace tools.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**CORRIDORS/UTILITY ROOMS/SERVICE CLOSETS**

**A. DAILY**

1. Dust and wipe clean, using disinfectant, elevator entrance doors and frames, hose cabinets, etc.
2. Dust and wipe clean all counters and tables used by public.
3. Remove finger marks from glass entryways, doors, and partitions.
4. Spot clean soil and finger marks from painted or washable surfaces.
5. Sweep and mop all resilient flooring.
6. Spot clean all vinyl furniture.
7. Vacuum all rugs and carpeted areas, spot clean carpet.
8. Clean and maintain, in an orderly condition, all utility rooms and service closets. Store cleaning materials, supplies, and cleaning equipment neatly, in a lawful manner, and in full compliance with the Owner's insurance requirements.
9. Sweep and mop with soap and/or disinfectant all tile floors.

**B. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Sweep and dust mop all uncarpeted areas. Spray buff traffic areas of resilient tile flooring, to continually maintain resilient flooring.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches and drinking fountains.
2. Thoroughly clean, vacuum, and spot clean upholstered furniture.
3. Clean ceiling fan blades.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**CREWROOMS**

**A. DAILY**

1. Sweep and wet mop floors.
2. Remove all finger marks and soil from doors, doorjambs, and walls.
3. Clean interior glass, windows, clean and disinfect water fountains.
4. Spot clean and vacuum carpet as applicable.
5. Empty wastebaskets, wipe down and replace liners.
6. Wipe down all table tops.

**B. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Spray buff resilient flooring weekly.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Scrub and re-wax floors monthly.
2. Perform all high and low dusting.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**DME PSP AREAS**

PSP areas can be defined as those where access is limited to specified personnel and generally controlled with locked doors requiring special key or key card for entry. The area will usually have a raised floor and will contain electronic equipment. Only approved building receptacles are to be used when connecting any electrical applicant to power.

**NOTE: DME PSP Restricted areas only:** Access is allowed during the day for cleaning; no access is allowed at night unless authorized, and **person assigned to clean these areas must have the following background checks: FBI, TLETS, and NERC.** This area must have two NERC Operators & will have to sign in and if two operators are not available then they must check back until available (for additional information, please see the previous Section Supplies item C).

**A. DAILY**

1. Empty wastepaper and carbon bins. Replace the liner daily.
2. Raised floor should be dry-mopped. Never wax raised floor or use harsh abrasive or steel wool for cleaning. A damp mop may be used for removing spills.
3. Dust and wipe clean all furniture, files, and tops of computing equipment. Only a dust absorbent cloth may be used. Never use a feather duster.
4. Dust doors and trim within reach.
5. Clean all glass furniture tops.
6. Remove finger marks from glass doors and sidelights.
7. Dust and wipe clean all plastic, vinyl, or leather covered chairs.
8. Move light furniture other than desks, files, etc. prior to mopping; replace furniture upon completion.
9. Sweep and mop floor areas and all rubber ramp areas nightly.

**B. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Scrub mop, with a damp mop, floors in Communication areas.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Remove all finger marks and soil from doors, doorjamb, and walls with particular attention to areas surrounding light switches.
2. Wash all partition glass and glass doors.
3. Scrub and wax floors in Communications area.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**E. SEMI-ANNUALLY (Completed on 10/15 and 3/15)**

1. Vacuum beneath raised floor area.

Coordinate with:

Facilities Management Representative- David Saltsman- Police Department/  
Technology Services Department- Bobbie Arashiro  
DME Engineering and Operations Building – Jerry Looper

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**REST ROOMS**

**A. DAILY**

1. Scour, wash, and disinfect all lavatories, showers, water closets, and urinals.
2. Wash, disinfect, and wipe dry both sides of all toilet seats.
3. Wash and polish all mirrors, powder shelves, and unpainted metalwork including hardware, flush valves, piping, etc.
4. Remove all graffiti.
5. Wipe clean all toilet tissue, paper towel, soap, and sanitary napkin dispensers.
6. Empty paper towel and sanitary napkin disposal units.
7. Remove waste paper and other waste materials.
8. Refill all toilet tissue, paper towel, and soap dispensers.
9. Sweep, mop, and disinfect all floors and bases.

**B. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Wash tile wall surfaces subject to splashing.
2. Wash and polish all wall tile, toilet stalls, and partitions.
3. Machine scrub and disinfect all floors and 4" bases.
4. Dust and wipe clean all corridor and vestibule entrance doors, toilet stalls, and partitions, including areas behind commodes and urinals.
5. Pour five (5) gallons of water monthly down floor drains to prevent sewer gas backup.



**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

**DME RECEPTION AREAS**

**A. DAILY**

1. Dust walls within reach.
2. Spot clean finger marks and soil on walls.
3. Wash glass doors, both sides, glass partitions and glass entryways.
4. Wipe clean all glass side lights and glass walls.
5. Dust and wipe clean all telephones, telephones booths, counter tops, etc.
6. Sweep and mop floors; protect base during floor washing to avoid staining.
7. Wash glass of building directory.
8. Wash and disinfect all drinking fountains (interior and exterior).
9. Empty wastebaskets and replace liner daily.
10. Vacuum carpets and doormats, spot clean carpets.

**B. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Thoroughly dust and wipe clean all furniture (such as desk tops/table tops) files, telephones, windowsills, and counters.
2. Clean all glass furniture tops.
3. Spray buff tile floors.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Wash painted doors, doorframes, and walls.
2. Clean and polish all unpainted metalwork (doors and frames, mail depository, signs, and lettering).
3. Dust exterior surface of lighting fixture, air diffusers, return grills and louvers.
4. Dust all surfaces not reached in daily cleaning including ceilings.
5. Machine scrub/wax VCT tile floors.

**BREAK ROOMS/ /KITCHEN AREAS**

**A. DAILY**

1. Wipe and disinfect tabletops.
2. Clean sink and appliances. Inside of sinks will be scrubbed when empty. Janitors will not be responsible washing dishes or other items in the sink.
3. Clean and disinfect water fountain.
4. Sweep and mop floor with soap and/or disinfectant.
5. Empty wastebaskets, wipe down, and replace liners.
6. Wipe, and remove spots from counter.
7. Wash all inside glass and glass doors.
8. Fill paper towel dispensers.
9. Wipe clean mirrors.
10. Spot clean carpet.

**B. WEEKLY (Completed by Tuesday at 7:00 a.m.)**

1. Surface clean refrigerator, ranges, icemaker and microwave.
2. Vacuum carpet.

**EXHIBIT 1  
CITY OF DENTON  
RFP FOR JANITORIAL SERVICES**

3. Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches and drinking fountains.
4. Spray buff floors.

**C. MONTHLY (Completed by 3rd Tuesday of each month at 7:00 a.m.)**

1. Scrub and re-wax floors.

**D. QUARTERLY (Completed by 10/15, 1/15, 4/15 and 7/15)**

1. Strip and wax all resilient flooring.

**CARPET CLEANING**

All carpet will be cleaned per carpet manufacturers specification by an agreed upon carpet schedule up to two (2) times a year at the price bid herein. A schedule for carpet cleaning will be provided to Facilities Management within two (2) weeks from award of bid. If carpet is not cleaned satisfactorily in month when scheduled, an outside contractor will be brought in, with the price difference being billed to the bid contractor. All interior carpet will be spot cleaned daily. Contractor to provide a method of verifying that cleaning was completed to manufacturer's specifications.

**EXHIBIT 1  
RFP #5317 – EXHIBIT 3**

**City of Denton Buildings Maintained under  
the Janitorial Services Contract**

<b>No.</b>	<b>Name of Facility</b>	<b>Address</b>	<b>Exterior Square Footage</b>	<b>Janitorial Square Footage</b>	<b>Date Built</b>
	Animal Adoption and Services Center	<i>Under construction</i>	~18,000	TBD	2014
1	Airport Control Tower	5003 Airport Road	2,044	1,200	2003
2	Airport Terminal	5000 Airport Road	4,624	4,224	2007
3	American Legion North	629 Lakey Street	3,298	2,677	2003
4	American Legion South	629 Lakey Street	2,482	2,376	1957
5	Animal Services	300 S. Woodrow Ln.	7,379	1,600	1990
6	Chiller Tower	319 E. McKinney Street	816	0	1966
7	City Hall	215 E. McKinney Street	35,000	35,000	1968
8	City Hall East	601 E. Hickory Street	153,000	110,640	1946/1964
9	City Hall West	221 N. Elm Street	24,660	24,660	1927
10	Civic Center	321 E. McKinney Street	27,741	27,741	1967
11	Denia Recreation Center	1001 Parvin Road	17,580	17,580	1978
12	DME - Admin	1659 Spencer Rd, Bldg C	8,500	8,500	2007
13	DME - Engineer. and Syst. Operations	1685 Spencer Rd	9,838	9,838	2012
14	DME - System Ops	1701 Spencer Rd	10,900	10,900	1983
15	Facilities Management	869 S Woodrow	14,000	9,000	1994
16	Fire Central (Station #1)	332 E. Hickory Street	26,368	12,000	2002
17	Fleet Services	901 Texas Street	24,000	2,000	1999
18	Goldfield Tennis Center	2005 W. Windsor Drive	900	900	1988
19	Joint Training Facility	<i>Under construction</i>	21,000	TBD	Oct. 2013
20	Library - Emily Fowler	502 Oakland Street	22,876	22,876	1968
21	Library - North Branch	3020 N. Locust Street	33,000	33,000	2002
22	Library - South Branch	3228 Teasley Lane	20,700	20,700	1994
23	Martin Luther King, Jr. Rec. Center	1300 Wilson Street	20,000	20,000	1989
24	Nature Center	3310 Collins Rd.	N/A	N/A	N/A
25	North Lakes Annex	1117 Riney Road	3,500	3,500	1987
26	North Lakes Recreation Center	2001 W. Windsor Drive	17,580	17,580	1978
27	Senior Center	509 N. Bell Avenue	19,500	19,500	1978
28	Service Center (Purchasing 1,068 sf)	901 Texas Street	69,146	37,068	1978
29	Solid Waste	1527 S. Mayhill	12,000	12,000	2002
30	Solid Waste HCC	1527 S. Mayhill	3,600	1,200	2006
31	Solid Waste Scale House	1527 S. Mayhill	1,000	1,000	2008
32	Traffic Control	901 Texas Street	4,070	400	
<b>Total Square Footages:</b>		<b>*</b>	<b>660,102</b>	<b>490,660</b>	<b>*</b>

# Exhibit 1 - REVISED (ADDENDUM #2)

Respondent's Name: **Oriental Building Service**

## RFP 5317 - Pricing Sheet for Janitorial Services

The respondent shall complete the yellow cells in the following sections, which directly corresponds to the specifications. The contractor shall not make changes to this format.

### FACILITY INFORMATION FOR CLEANING

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION I: CITY HALLS</b>							
1	12 mth	<b>Main City Hall</b> - Location: 215 E McKinney St Cleaning (M-F) after 10:00 p.m. or AS NEEDED Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>8</u>	40	173	\$ 10.80	\$ 1,868.40	\$ 22,420.80
1a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
1b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00
2	12 mth	<b>City Hall East-Human Resources/Risk Management</b> Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Diana Flores 940-349-8345</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.18	\$ 437.74	\$ 5,252.88
2a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 20.00	\$ 40.00
2b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
3	12 mth	<b>City Hall East-Technology Services</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. or AS NEEDED Facility Representative: <u>Bobbie Arashiro 940-349-7758</u> Estimated work hours per day: <u>2</u>	10	43	\$ 9.25	\$ 397.75	\$ 4,773.00
<b>Person assigned to area must be TLETS* BACKGROUND CHECKED</b>							
3a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
3b	12 mth	Paper towels, toilet paper & hand soap				\$ 35.00	\$ 420.00
4	12 mth	<b>City Hall East-Upstairs</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Amanda Green 940-349-7462</u> Estimated work hours per day: <u>3</u>	15	65	\$ 10.00	\$ 650.00	\$ 7,800.00
4a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
4b	12 mth	Paper towels, toilet paper & hand soap				\$ 80.00	\$ 960.00

FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
5	12 mth	<b>City Hall East-Customer Service</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00 p.m. Facility Representative: <u>Juanita Clarke 940-349-7415</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.85	\$ 466.55	\$ 5,598.60
5a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
5b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00
6	12 mth	<b>City Hall East-Courts</b> - Location: 601 E Hickory St Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Cay McSpedden 940-349-8139 or Toby May 940-349-8515</u> Estimated work hours per day: <u>3</u>	15	65	\$ 10.18	\$ 661.70	\$ 7,940.40
6a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
6b	12 mth	Paper towels, toilet paper & hand soap				\$ 75.00	\$ 900.00
7	12 mth	<b>City Hall East-Police</b> - Location: 601 E Hickory St Cleaning (M-Sun) after 5:00p.m.; 2 people each for five (5) hours per day Facility Representative: <u>Suzi Miller 940-349-7923</u> Estimated work hours per day: <u>10</u>	70	303	\$ 10.18	\$ 3,084.54	\$ 37,014.48
		<b>Person assigned to area must be TLETS* Background Check</b>					
7a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
7b	12 mth	Paper towels, toilet paper & hand soap				\$ 500.00	\$ 6,000.00
8	12 mth	<b>City Hall East-Police Days</b> - Location: 601 E Hickory St Cleaning (M-F) 12p.m-5p.m. Facility Representative: <u>Suzi Miller 940-349-7923</u> Estimated work hours per day: <u>5</u>	25	108	\$ 10.18	\$ 1,099.44	\$ 13,193.28
		<b>Person assigned to area must be TLETS* Background Check</b>					
9	12 mth	<b>City Hall West</b> - Location: 221 N Elm St Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Sandy Lawson 940-349-8188</u> Estimated work hours per day: <u>6</u>	30	130	\$ 10.18	\$ 1,323.40	\$ 15,880.80
9a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
9b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00



**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION II: RECREATION CENTERS</b>							
10	12 mth	<b>American Legion North &amp; South</b> - Location: 629 Lakey St Cleaning (M-F) Facility Representative: <u>Bobby Givens 940-349-8576</u> Estimated work hours per day: <u>2</u> Both Buildings	10	43	\$ 8.80	\$ 378.40	\$ 4,540.80
10a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
10b	12 mth	Paper towels, toilet paper & hand soap				\$ 30.00	\$ 360.00
11	12 mth	<b>Civic Center</b> - Location: 321 E McKinney St Cleaning (M-F) after 10:00p.m. & after special events as directed Facility Representative: <u>Myra Anderson 940-349-8733</u> Estimated work hours per day: <u>5</u>	30	130	\$ 10.85	\$ 1,410.50	\$ 16,926.00
11a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 250.00	\$ 500.00
11b	12 mth	Paper towels, toilet paper & hand soap				\$ 325.00	\$ 3,900.00
12	12 mth	<b>Denia Recreation Center</b> - Location: 1001 Parvin Rd Cleaning (M-F) after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Robbie Johnson 940-349-8578</u> Estimated work hours per day: <u>5</u>	30	130	\$ 12.00	\$ 1,560.00	\$ 18,720.00
12a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
12b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
13	12 mth	<b>MLK Jr Recreation Center</b> - Location: 1300 Wilson St Cleaning (M-F) after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Bobby Givens 940-349-8576</u> Estimated work hours per day: <u>5</u>	30	130	\$ 12.00	\$ 1,560.00	\$ 18,720.00
13a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
13b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
14	12 mth	<b>North Lakes Annex</b> - Location: 1117 Riney Rd Cleaning (M-F) after 5:00p.m. Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>2</u>	10	43	\$ 8.25	\$ 354.75	\$ 4,257.00
14a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 15.00	\$ 30.00
14b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00

FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
15	12 mth	<b>North Lakes Recreation Center</b> - Location: 2001 W Windsor Dr Cleaning (M-Sun) after 10:00p.m. Facility Representative: <u>Megan Thomas 940-349-7752</u> Estimated work hours per day: 5	35	152	\$ 12.00	\$ 1,824.00	\$ 21,888.00
15a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 35.00	\$ 70.00
15b	12 mth	Paper towels, toilet paper & hand soap				\$ 300.00	\$ 3,600.00
16	12 mth	<b>Senior Recreation Center</b> - Location: 509 N Bell Ave Cleaning *(M-F) 1:00-2:00p.m. & after 10:00p.m. & (Sun) after 3:30p.m. Facility Representative: <u>Jeff Gilbert 940-349-8727</u> Estimated work hours per day: 6	36	156	\$ 10.18	\$ 1,588.08	\$ 19,056.96
16a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
16b	12 mth	Paper towels, toilet paper & hand soap **Cleaning throughout the week needs to be scheduled after lunch				\$ 220.00	\$ 2,640.00
17	12 mth	<b>Tennis Center</b> - Location: 2005 W Windsor Dr Cleaning (M-S) after 10:00p.m. Facility Representative: <u>Jason Barrow 940-349-8525</u> Estimated work hours per day: 1	6	26	\$ 8.70	\$ 226.20	\$ 2,714.40
17a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
17b	12 mth	Paper towels, toilet paper & hand soap				\$ 5.00	\$ 60.00
<b>SECTION III: LIBRARIES</b>							
18	12 mth	<b>Emily Fowler Library</b> - Location: 502 Oakland St Cleaning (T-TR) after 9:00p.m. & (M,W,F,S,Sun) after 6:00p.m. Facility Representative: <u>Wylaina Polk 940-349-8774</u> Estimated work hours per day: 6	42	182	\$ 10.25	\$ 1,865.50	\$ 22,386.00
18a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 125.00	\$ 250.00
18b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00
19	12 mth	<b>North Branch Library</b> - Location: 3020 N Locust Cleaning (M/T/W) after 9:00p.m. & (Th-Sun) after 6:00p.m. Facility Representative: <u>Kimberly Wells 940-349-8796</u> Estimated work hours per day: 8 Glass walls to be cleaned daily	56	243	\$ 10.75	\$ 2,612.25	\$ 31,347.00
19a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
19b	12 mth	Paper towels, toilet paper & hand soap				\$ 250.00	\$ 3,000.00



FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
20	12 mth	<b>South Branch Library</b> - Location: 3228 Teasley Ln Cleaning (M,W) after 9:00p.m. & (T,Th,F,S,Sun) after 6:00p.m. Facility Representative: <u>Stacy Sizemore 940-349-8761</u> Estimated work hours per day: 5	35	152	\$ 10.50	\$ 1,596.00	\$ 19,152.00
20a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
20b	12 mth	Paper towels, toilet paper & hand soap				\$ 150.00	\$ 1,800.00
<b>SECTION IV: SERVICE CENTER COMPLEX</b>							
21	12 mth	<b>Fleet Services</b> - Location: 804 Texas St Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Diane Simington 940-349-8423</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.18	\$ 335.94	\$ 4,031.28
21a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
21b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00
22	12 mth	<b>Service Center-Purchasing</b> - Location: 901-B Texas St Cleaning (M-F) 11:30a.m.-1:00p.m. Facility Representative: <u>Jody Word 940-349-7132</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.18	\$ 335.94	\$ 4,031.28
22a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 75.00	\$ 150.00
22b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
23	12 mth	<b>Service Center-Utilities</b> - Location: 901-A Texas St Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Annie Bunger 940-349-8463</u> Estimated work hours per day: 9	45	195	\$ 10.18	\$ 1,985.10	\$ 23,821.20
23a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
23b	12 mth	Paper towels, toilet paper & hand soap				\$ 200.00	\$ 2,400.00
24	12 mth	<b>Traffic Control</b> - Location: Cleaning (M-F) after 5:00p.m. Facility Representative: <u>Curt Arndt 940-349-7342</u> Estimated work hours per day: 1.5	7.5	33	\$ 10.18	\$ 335.94	\$ 4,031.28
24a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
24b	12 mth	Paper towels, toilet paper & hand soap				\$ 10.00	\$ 120.00



## FACILITY INFORMATION FOR CLEANING

## EXHIBIT 1

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION V: ADDITIONAL FACILITIES</b>							\$ -
25	12 mth	<b>Airport Control Tower</b> - Location: 5003 Airport Rd Cleaning (7 Days/week) between 5:00 & 8:00p.m - <b>HOLIDAYS INCLUDED</b> Facility Representative: <u>Julie Mullins 940-349-7736</u> Estimated work hours per day: <u>1.5</u>	10.5	45.5	\$ 10.18	\$ 463.19	\$ 5,558.28
<b>Person assigned to area must PASS TLETS* Background Check</b>							
25a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 25.00	\$ 50.00
25b	12 mth	Paper towels, toilet paper & hand soap				\$ 15.00	\$ 180.00
25c	4/yr	<b>Window cleaning (Tower CAB) quarterly (10/15, 1/15, 4/15 &amp; 7/15)</b>				\$ 70.00	\$ 840.00
26	12 mth	<b>Airport Terminal</b> - Location: 5000 Airport Rd Cleaning (M/W/F) 6AM- 8 AM Facility Representative: <u>Julie Mullins 940-349-7736</u> Estimated work hours per day: <u>1.5</u>	4.5	19.5	\$ 9.50	\$ 185.25	\$ 2,223.00
26a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 20.00	\$ 40.00
26b	12 mth	Paper towels, toilet paper & hand soap				\$ 40.00	\$ 480.00
27	12 mth	<b>Animal Services</b> - Location: 300 S Woodrow Ln OFFICE ONLY: Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Woodie Wilson 940-349-7594</u> Estimated work hours per day: <u>1.5</u>	7.5	33	\$ 10.18	\$ 335.94	\$ 4,031.28
27a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 10.00	\$ 20.00
27b	12 mth	Paper towels, toilet paper & hand soap				\$ 45.00	\$ 540.00
28	12 mth	<b>Facilities Management</b> - Location: 869 S. Woodrow Ln. Cleaning (M-F) after 5:00p.m. Facility Representative: <u>David Saltsman 940-349-7200</u> Estimated work hours per day: <u>2</u>	10	43	\$ 10.18	\$ 437.74	\$ 5,252.88
28a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 30.00	\$ 60.00
28b	12 mth	Paper towels, toilet paper & hand soap				\$ 30.00	\$ 360.00
29	12 mth	<b>Fire Central</b> - Location: 332 E Hickory St - Upstairs Offices, Lobby & attached restrooms & meeting rooms: Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Laura Behrens 940-349-8844</u> Estimated work hours per day: <u>4</u>	20	87	\$ 10.18	\$ 885.66	\$ 10,627.92
29a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 100.00	\$ 200.00
29b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00

## FACILITY INFORMATION FOR CLEANING

## EXHIBIT 1

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
30	12 mth	<b>Solid Waste</b> - Location: 1527 S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>David Dugger 940-349-8001</u> Estimated work hours per day: 4	20	87	\$ 9.25	\$ 804.75	\$ 9,657.00
30a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 60.00	\$ 120.00
30b	12 mth	Paper towels, toilet paper & hand soap				\$ 75.00	\$ 900.00
30c	2/yr	<b>Two (2) extra carpet cleanings per year (to be scheduled)</b>				\$ 75.00	\$ 150.00
31	12 mth	<b>Solid Waste Annex (HCC)</b> - Location: S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>Craig Waggoner 940-349-8011</u> Estimated work hours per day: 1	5	22	\$ 9.25	\$ 203.50	\$ 2,442.00
31a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 40.00	\$ 80.00
31b	12 mth	Paper towels, toilet paper & hand soap				\$ 50.00	\$ 600.00
32	12 mth	<b>Soild Waste Scale House</b> - Location: S Mayhill Rd Cleaning (M-F) after 6:00p.m. Facility Representative: <u>David Dugger 940-349-8001</u> Estimated work hours per day: 1	5	22	\$ 9.25	\$ 203.50	\$ 2,442.00
32a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
32b	12 mth	Paper towels, toilet paper & hand soap				\$ 10.00	\$ 120.00
32c	2/yr	<b>Two (2) extra carpet cleanings per year (to be scheduled)</b>				\$ 50.00	\$ 100.00
33	12 mth	<b>DME ADMIN-</b> 1659 Spencer Rd. Bldg C ***OPTIONAL*** Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours per Day: 5	25	108	\$ 9.25	\$ 999.00	\$ 11,988.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
33a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
33b	12 mth	Paper towels, toilet paper & hand soap				\$ 15.00	\$ 180.00
34	12 mth	<b>DME ENGSO-</b> 1685 Spencer Rd. ***OPTIONAL*** Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours Per Day: 5	25	108	\$ 9.25	\$ 999.00	\$ 11,988.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
34a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
34b	12 mth	Paper towels, toilet paper & hand soap				\$ 15.00	\$ 180.00



FACILITY INFORMATION FOR CLEANING

**EXHIBIT 1**

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
35	12 mth	<b>DME OPERATIONS-</b> 1701 Spencer Rd. <b>***OPTIONAL***</b> Cleaning (M-F) after 5 PM Facility Representative: <u>Misty Willis 940-349-7603</u> Estimated Work Hours Per Day: 5	25	108	\$ 9.25	\$ 999.00	\$ 11,988.00
		<b>Person assigned MUST PASS NERC** BACKGROUND CHECK</b>					
35a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)				\$ 50.00	\$ 100.00
35b	12 mth	Paper towels, toilet paper & hand soap				\$ 20.00	\$ 240.00
		<b>SECTION VI: MISCELLANEOUS</b>					
36		<b>City Hall East &amp; City Hall: Two (2) restrooms at each building</b> Cleaning & Stocking (M-F) 11:00a.m.-1:00p.m. Estimated work hours per day: 2	10	43	\$ 15.00	\$ 645.00	\$ 7,740.00
37		<b>Cleaning Supervisor (M-F) as needed</b> Estimated work hours per day: 6	30	130	\$ 15.00	\$ 1,950.00	\$ 23,400.00
		<b>Supervisor MUST PASS FBI**/TLETS*/NERC** Background Check</b>					
38		<b>Nighttime Floor Workers &amp; Floaters (M-F) 5:00-10:00p.m.</b> Three (3) people each for five (5) hours per day Estimated work hours per day: 15 used for night floor work & special cleaning as needed	75	325	\$ 12.50	\$ 4,062.50	\$ 48,750.00
		<b>Nighttime/Floater Workers MUST PASS FBI**/TLETS*/NERC** Background Check</b>					

**Total Cost of Services and Supplies:**

\$ 47,107.15 \$ 544,385.80

M = Monday F = Friday  
T = Tuesday S = Saturday  
W = Wednesday Sun = Sunday  
Th = Thursday

Total Hours / Week 885  
Total Hours / Month 3,835  
Total Hours / Year 46,020

\$ 47,107.15  
\$ 544,385.80

# FACILITY INFORMATION FOR CLEANING

## EXHIBIT 1

ITEM	QTY	DESCRIPTION	HOURS/ WEEK	AVERAGE HOURS/ MONTH	HOURLY PRICE <sup>1</sup>	MONTHLY PRICE	YEARLY TOTAL
<b>SECTION VII: ON DEMAND ADDITIONAL SERVICES</b> (To be scheduled within 4 hours prior to cleaning.)							
<b>Hourly Rates</b>							
39	1 hr.	Supervisor					\$25.00 per hour
40	1 hr.	Floor Man					\$18.00 per hour
41	1 hr.	General Cleaner					\$16.75 per hour
<b>SECTION VIIa: ON DEMAND ADDITIONAL SERVICES - NATURE CENTER</b> (To be scheduled within 24 hours prior to cleaning.)							
42		<b>Nature Center</b> - Location: 3310 Collins Rd Cleaning - as requested					\$55.00 per hour
42a		Floor cleaning - as requested					\$55.00 per hour
<b>SECTION VIII: FUTURE BUILDINGS</b> (Currently under construction)							
43		<b>Animal Adoption and Services Center - LEED Cleaning Required</b> (Building completion scheduled for late 2014)	N/A	N/A	\$ 1.00	\$ 780.00	\$ 9,360.00
43a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)	N/A	N/A	\$ 1.00	\$ 200.00	\$ 400.00
43b	12 mth	Paper towels, toilet paper & hand soap			\$ 1.00	\$ 250.00	\$ 3,000.00
44		<b>Public Safety Training Facility (City Hall East Addition)</b> (Building completion scheduled for Oct. 2013)	N/A	N/A	\$ 1.00	\$ 1,525.00	\$ 18,300.00
44a	2/yr	Carpet Cleaning, after business hours: 2 times a year (Dec. & July)	N/A	N/A	\$ 1.00	\$ 250.00	\$ 500.00
44b	12 mth	Paper towels, toilet paper & hand soap			\$ 1.00	\$ 300.00	\$ 3,600.00

### Payment Term Discounts

the time period indicated below.

Payment Terms	Additional Discount %
Invoice Paid in 20 days	0.75%
Invoice Paid in 15 days	1.00%
Invoice Paid in 10 days	1.25%

<sup>1</sup> Hourly Price shall include all costs required to provide cleaning services, except for paper towels, toilet paper, and hand soap.

\*TLETS = Texas Law Enforcements Telecommunication Systems

\*\*NERC = North American Electric Reliability Commission

\*\*\*FBI = Federal Bureau of Investigations

<b>Executive Summery</b>	<b>1</b>
<hr/>	
<b>Introduction of Organization</b>	<b>2</b>
<hr/>	
<b>Organizational Chart</b> <b>Key staff's resumes</b>	<b>3</b>
<hr/>	
<b>Hiring &amp; Recruitment Procedures</b>	<b>4</b>
<hr/>	
<b>Training Program Summary</b>	<b>5</b>
<hr/>	
<b>Safety Policy &amp; Procedures</b>	<b>6</b>
<hr/>	
<b>Quality Control Program</b>	<b>7</b>
<hr/>	
<b>Financial Information</b> <b>Confidential</b>	<b>8</b>
<hr/>	
<b>Equipment &amp; Chemical List</b>	<b>9</b>
<hr/>	
<b>Insurance</b>	<b>10</b>
<hr/>	
<b>Rule &amp; Policy Summary</b>	<b>11</b>
<hr/>	
<b>Uniform</b>	<b>12</b>
<hr/>	



**Oriental Building Services, Inc.**

2526 Manana Dr. Suite 208  
Dallas, TX 75220  
Phone: 469-522-0001  
Fax: 469-522-0003  
Email: obsco@msn.com  
Web Site: www.obsusa.net

**Management:**

President: Steve Gye  
Vice President: Nixon Shum  
Vice President Operation: Andrew Kim  
Director of Development: Joon Lee  
Director of Quality Control: Richard Kim

**Industry:**

**Oriental Building Services, Inc. "OBS". (in business since 1992)** is a regional company with a focus on providing on time janitorial services mainly to government entities. OBS uses the most effective technology, high quality products and knowledgeable personnel, to create the cleanest building environment for our customers.

**Services & Background:**

**Oriental Building Services, Inc.** has the experience and employee base to handle all government entities accounts ranging from US government, State Level, County, City to public entities. As our reputation grows. The company's revenue will be approaching 3 million dollars per year in 2012. Oriental Building Services Management is fiscally sound and stands ready to provide a high level services for years to come. Also, we are an MBE certified company.

**City Requirements & Important issues:**

**Oriental Building Services, Inc.** understand the City of Denton RFP on janitorial services requirements, with on time performance, self in post supervision, orderly and competent staffs, work safety practice, use of Green chemical and cleaning practices.



## Introduction of Organization

Mr. Sang Gye and his brother found Oriental Building Services in 1992; he is the sole owner of the company. The business is conducted under proprietorship in the State of Texas. Has been providing full spectrum of janitorial services to business, corporation, and government entities in Texas for 20 years. In 2006 the company becomes a corporation. Home office and warehouses are located at:

2526 Manana Dr. Suite 208

Dallas, TX 75220

Phone: 469-522-0001

Fax: 469-522-0003

E-Mail: [obsco@msn.com](mailto:obsco@msn.com) or [nshum@obsusa.net](mailto:nshum@obsusa.net)

Web Site: [www.obsusa.net](http://www.obsusa.net)

## Company's Vision, Mission, Creed, Commitment

**Vision:** Eventually, every building from the basement to the executive office, single home to multi-unit complex, school to university, train stations to airports, independent business, corporation to government entities, will benefit from the cleanest environment make possible by Oriental Building Services.

**Mission:** With the most effective technology, high quality products and knowledgeable personnel, creating the cleanest building environment for customers and communities, without increasing their cost.

**Creed:** We shall provide our Customers with the most dependable cleaning service through technological and operational excellence. Our people will be the best-trained, most knowledgeable building cleaning specialist who takes pride in being the best.

**Commitment:** At Oriental Building Services, we stand ready to custom design the most cost-efficient cleaning program to fit each building and project. Our management and employees are committed to respond "Twenty-five" hours a day, seven days a week, three hundred sixty five days a year, to provide the best service and coverage for each building and project like you are our only customer.





## **About Oriental Building Services**

**Oriental Building Services** is a regional company, with 20 years of professional operating experience, excellent references and a desire to get better, with our focus on commercial and government entities janitorial and custodial services.

**Oriental Building Services** uses the most effective technology, high quality products and knowledgeable personnel, and is continuing a period of strong growth, as our reputation grows. The company's revenue will be approaching 3.3 million dollars per year in 2010. Oriental Building Services fiscally sound and stands ready to provide a high quality of services to our customers. Also, we are an **M/WBE & GREEN CLEANING** certified company. **M/WBE** certified by North Central Texas Regional Certification Agency. **GREEN CLEANING** certified by Green Clean Institute. In 2007 the company had received award for **Asian company of the year** by **Dallas Regional Minority Enterprise Development**. 2008, 2009 award received **Top 100 Asian Owner Business in U.S.** 2010 award received **Top 10 Fastest Growing Asian Business**.

## **Executive Team**

### **Sang Gye, Owner/President**

Sang Gye, hold a business degree from Dan-Kook University in Seoul, Korea. Come to United State in 1985. Start working as a Supervisor for B.P.A Inc. Responsible for 22 janitors and 5 Building, 1989 H.B.M. Services Corp. as a Operations Manager, Responsible for two route supervisor and 4 Building, 1990 Oriental Building Services, as a Project Manager, later become owner/president of the business.

### **Nixon Shum, Vice President**

Nixon joint Oriental Building Services in 2000, after many years in the restaurant and finance industry. Bring along the experience he have on how to keeping a clean restaurant and customer services, to joint OBS as a project manager. Promoted through the ranks as Vice president by developed new training program, customers services and improve employees productive.

### **Joon Lee, Director of Development**

Joon joint Oriental Building Services in 2002. After year in property management, he bring along the experience he have obtain in the field of property management, what property management expectations from custodial services to help increase Oriental Building Services customer satisfaction.

### **Andrew Kim, Vice President Operation**

Andrew returns to Oriental Building Services in 1999 as Vice President of Operation, after two years of absent. He bring along 20 years of cleaning service experience from major national building services company, to added depth to our executive team.

### **Richard U Chu Kim, Quality Control Director/VP**

Richard joint Oriental Building Services in 2000. After 15 years as Quality Engineering Specialist with Lockheed Martin Tactical Aircraft System, he is a certified green belt & six sigma by International Organization for standardization (ISO). He bring along the experience he have as QES with Lockheed Martin, and help develop the quality control program at Oriental Building Services.

## **Full Service Solutions**

Janitorial  
Day Porter Services  
Carpet & Floor Care Services  
Minor & General Maintenance  
Landscaping / Grounds Keeping  
Parking Lot Sweeping  
Garage Maintenance  
Window Washing / Power Washing  
Event Service Staffing  
Marble and Terrazzo maintenance and resurfacing





### **Our Current Customer**

Dallas County  
City of Plano  
City of Grand Prairie  
City of Arlington  
City of Desoto  
City of Colleyville  
City of Ft. Worth  
Department of US Army  
Dallas Area Rapid Transit  
DFW Airport  
Texas Work Force Commission  
Texas Women University  
Trinity River Authority of Texas  
University of Texas Arlington  
University of North Texas

### **Our Customer Past Customer**

City of Dallas  
Dallas County Community Collage  
Dallas Meyerson Symphony Center  
Tarrant County TX  
Dallas Water Utilities  
North Texas Tollway Authority  
Mori Seiki Corporation

### **Our Support Group and M/W/DV/BE Associate**

Jan Pak  
Bob Schapansky  
4252 Simonton Rd  
Dallas, TX 75244  
972-385-0188 Ext.231

Access Capital Corporation  
Equipment Leasing  
Robert Calzaretta  
630-434-0088

Procter & Gamble  
Keith Koraska  
Account Manager  
711 Live Oak Dr.  
Euless, TX 76040  
817-355-0990

VCP Int'l  
Equipment  
Jesse Valladarez  
972-271-7474 ext 454

Master Cleaning Supply  
Supply and Equipment  
Yun Sun Kim  
2254 Royal Ln Suite 200  
Dallas, TX 75229  
973-243-6747

Alto Financial Services  
Equipment Leasing  
16091 Swingley Ridge Rd, Suite 180  
Chesterfield, MO 63017  
636-532-7430

### **Bonding and Insurance Support**

The Grayhawk Companies  
Bretns M. Blonigan  
1740 N. Collins Blvd. Suite 200  
Richardson, TX 75080  
972-671-9105

**FIRM CERTIFICATION**

# Green Clean Institute

Having completed extensive training in Green Clean Practices, Oriental Building Services, Inc. is certified in the practice of the principles of the Green Clean Institute Certified™ regarding building maintenance. This certificate may be presented as evidence of this janitorial firm's ability to deliver Green Clean services to its customers.

This certificate is awarded to:

## Oriental Building Services, Inc.



A handwritten signature in blue ink that reads "R. Michael Richmond".

R. Michael Richmond, Director of Education

Dated: 10/30/2012 Expires: 10/31/2013



# Disadvantaged Business Enterprise Certification



**Oriental Building Services Company**

Disadvantaged Business Enterprise

has filed with the Agency an Affidavit as defined by 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

561720;

Janitorial Services;

This Certification is valid beginning January 2013 and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration January, 20 14

  
Certification Administrator

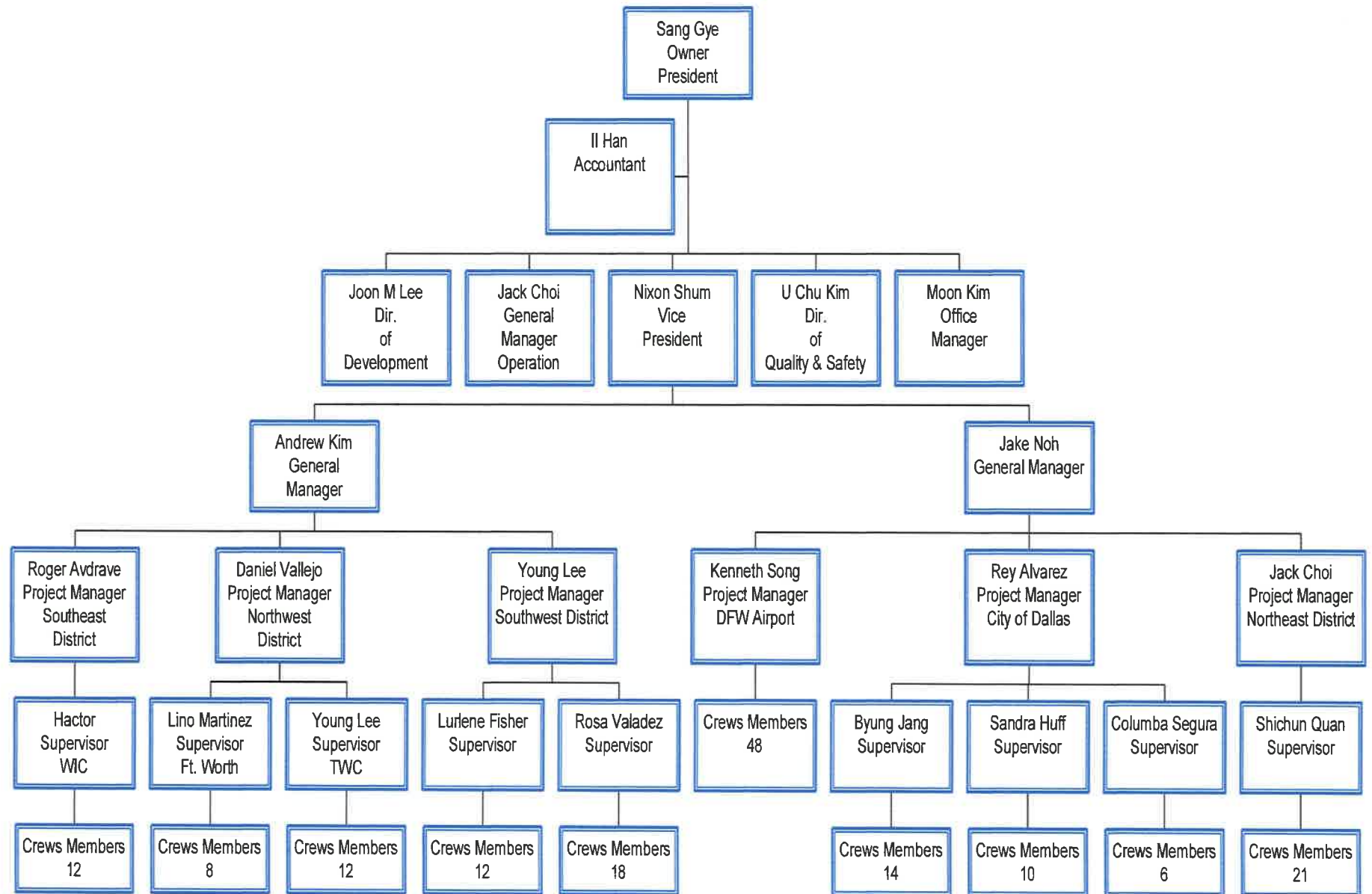
Issued date January, 20 13

**CERTIFICATION NO.**

PMDB55900Y0114

## EXHIBIT 1

# Oriental Building Services Organization Chart





## EXHIBIT 1



### **Nixon Shum**

2640 Northaven Suite 105  
Dallas, TX 75229  
214-287-0888

#### **BORN:**

May 31, 1955 Hong Kong, China

#### **EDUCATION:**

High School: North Dallas High School, Dallas TX. 1972 -1974  
Collage: El Central Collage, Dallas TX. 1975 – 1976 (Culinary Art)  
Richland Collage, Dallas TX. 1977 – 1979 (Business Administration)  
Technical: Spartan Collage of Aeronautical, Tulsa OK 1979 – 1980 (Pilot Training)  
TCC Flight School, Tulsa OK 1980 – 1982 (FAA Certified Pilot)

#### **SUMMARY:**

20 years of increasing responsibility in the hospitality and business management market place. Highly motivated, hands-on manager with strong problem solving, leadership and communication skills. Experience in turnaround poor performance, training, increase top line income, enhance operations efficiency, and improve return on investment.

#### **EXPERIENCE:**

2000 – Present **Oriental Building Services**  
Sr. Vice President

Joined Oriental Building Services as project manager, than promoted through the ranks to currant position. Responsible for project proposals, coordination/developing new project, development and implementation of all marketing plans and strategies, developed new training program to improve employee productive, communicate with all facilities management.

1997- 2000 **Profit Management International Group**  
Contract Management Service  
Operations Management Specialists

Engagements of firm included clients in hospitality, financial and service industries. Assignment included serving as Dining room/ banquet manager for a 60,500 Sq. ft. 2600 seats restaurant. Part of a crisis management team working on behalf of the bank trustee in an emergency bankruptcy situation. Helped nurtured the restaurant out of bankruptcy in 18 months, and sold to new owners. Saving the trustee from losing completely a 1.9 million dollars loan. During tenure, restaurant received several local and national commendations, including Best restaurant in America where Locals eat.

## EXHIBIT 1



**1995-1997      Going Gourmet Bistros**

Chef/partner

Helped to build a niche Northern Italian bistro from a previous small deli to a three and half stars frequent haunt in North Dallas. In charge of new recipes development.

**1991-1995      The Law office of William Chu**

Office Manager

Managed the growth of the firm from 5 employees to over 40. Helped in expanding the office to China. In charge of all financial and administrative functions. In charge of marketing of the firm in its specialty area.

**1982-1991      United Fortunes Company**

Vice President

Helped the building and spearhead expansion of the first quick service Chinese food concept in regional malls in Texas. Helped to bring the company from a single store to multiple locations in two states.

**1975-1979      JGJ Inc. DBA Taco Bell Dallas**

Area Manager

Started as crewmember, than promoted through the ranks to Area Manager. Trained and developed managers for new stores. Improved store line employee productivity and built same store sales to among the highest increase in the region.

**Work Reference**

Sandra Gamez  
Dallas County  
Building Inspector  
214-653-6731

Candy Kothmann  
Texas Workforce Commission  
Ft. Worth Tele-Center Dir.  
817-420-1804

## EXHIBIT 1



**Resume of:**

**U Chu Kim**  
Quality Control Director

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### **EMPLOYMENT HISTORY**

#### **Oriental Building Services, Inc.**

##### **Quality Control Director**

Sep 2000 - Present

##### **Principle Activities/Responsibilities**

Plans and directs activities concerned with development, application, and maintenance of quality standards for janitorial services, materials, and products. Develops and initiates standards and methods for inspection, and evaluation, utilizing knowledge in sanitation engineering fields such as productivity, chemical, or mechanical. Directs supervisors engaged in measuring and testing productivity and manpower data concerning materials, product, or process quality and reliability. Compiles and writes training material and conducts training sessions on quality control activities. Specialize in areas of quality control engineering, such as hiring practice, incoming material, process control, product evaluation, product reliability, inventory control and administrative application. Manage and direct quality control program.

#### **Lockheed Martin Tactical Aircraft Systems**

##### **Quality Engineering Specialist**

Aug 1986 - Aug 2000

##### **Principle Activities/Responsibilities**

- Schedule and assist in the performance testing of daily samples produced in the Assembly Department.
- Study problems which might be found in the regular sampling for possible causes and solutions. Devise the appropriate actions necessary to identify and implement corrective action.
- Schedule and assist in the performance of daily audit tours of compressor and/or evaporator functions.
- Observe aircraft assembly conversion procedures to assure all procedures are being done correctly.
- Interact with various customers to resolve any problems.
- Direct and/or perform any systems audit which may be necessary.
- Designs, schedules and performs any validation/reliability and/or quality tests required.
- Investigate and implement customer imposed requirements.
- Interact with individuals to provide needed training, expertise or the sharing of information.

### **EDUCATION**

#### **International Organization for Standardization (ISO)**

Certified Green Belt & Six Sigma (2007)

#### **Embry-Riddle Aeronautical University**

Currently attending the university getting a Master Degree in Business Management (Current)

#### **Texas Technical University**

Mechanical Engineering (B.S. 1992)

#### **Texas State Technical College**

Mechanical Engineering Technology (A.A.S. 1986)

**EXHIBIT 1**  
**Jack Choi**  
**General Manager**  
5014 willowhaven  
Garland, TX 75043  
(214) 287-2646  
Born March 7, 1965

**Objective**

To engage all my skills and Certified training in the Educational and commercial cleaning services. Combined with my management, operations and sales experience.

**Education**

High School: Garland High School 1983 - 1985

Collage: University of Texas Austin 1985 – 1987 (Business Administration)

**Work Experience**

**Oriental Building Services, General Manager of Operation (Oct/2004 – Current)**

- General Manager - Region 10 education center
- General Manager - Dallas Area Rapid Transit
- Project Manager - North Central Texas Community Collage
- Project Manager - City of Dallas Municipal & Courts Bldg custodial service.
- Responsibilities - Managing of janitorial service activities and business daily operation.  
Supervise cleaning crew to reach the target goals and activities reporting and analysis

**Amira Maid, Owner (1998 – Current)**

- Co-owner - Amira Maid a residential cleaning service manages and promotes a small residential cleaning service from 10 resident's home per month to a 30 resident's home per week business.

**Members Building Maintenance Inc (March /2003 – Oct/2004)**

- Project Manager – North Central Texas Community Collage  
Responsibilities - General managing of janitorial service activities and daily business operation, inspection, planning, training, communication with facility management

**KBS, Inc. Project Manager (Feb/1988 – Feb/2003)**

- Manager -Dallas County district building project
- Manager - Dallas County Community College District
- Assistant Manager - Southern Methodist University project
- Custodial supervisor – City of Arlington project

Started as crewmember, promoted through strong work ethics to operation manager, assignment included coordinating maintenance task, scheduling, training, compliance with all requirements o maintain the building appearance standards.



## EXHIBIT 1



### Joon Lee

2640 Northaven Rd. Ste 105 Dallas, TX 75229 Phone: 469-226-8403 Email: [joonlee@obsusa.net](mailto:joonlee@obsusa.net)

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#### **Director of Development (Oriental Building Services)**

Dedicated Manager with 3 years of experience developing relationship and controls improvements of properties. systems and best practices; cost-reduction, and lasting business relationships to ensure goal-surpassing performance. Computer skills include proficiency in Excel, QuickBooks and MS Office.

#### **Experience**

*Oriental Building Services, Inc. Director of Development/Project Manager [7/02 to Present]*

From Project Manager I was promoted to Director of Development. I developed projects and saw them through completion. Worked with engineers to change and install equipment. Did all phases of preventative maintenance. Trained and qualified new employees. Took money saving ideas to management and worked with them hand in hand to completion of project

- Direct activities with development, application, and maintenance
- Develop standards and methods for inspections
- Inventory control
- Responsible for employee attendance
- Relations with management

*Pacific Century Reality, Property Manager [5/01 to 7/02]*

Efficiently coordinate and manage accounts in order to increase company profit margins. Promoted to Coordinator position to direct construction functions for a growing company.

- Supervised 2 engineers and oversaw their duties.
  - 1 year experience with the Peak accounting software.
  - Worked on gathering bids for construction for developing properties.
  - Have 2 years of accounting experience from school.
  - To collect from tenants and send out disbursements to vendors.

*Hank Haney Golf Center/ CompuGolf, General Manager [4/00 to 5/01]*

- Started as a cashier and worked myself up to an instructor.
- Experienced club seller plus club fitter.
- Building custom clubs for many different golfers (Pros and Amateurs).
- Instructor to the juniors and adults.
- Handicap was at 8.

#### **Education**

2 years of North Lake College in Business 2000-2001

Graduated from Renaissance Charter High School 1999

## EXHIBIT 1



Position: Project Manager

Daniel Vallejo  
DOB 6-4-1977  
2014 Appalachia Dr.  
Mesquite TX 75149

### Qualification

12 years janitorial and custodial experience, last 9 years as project manager and management. Administering contract from 10 to 35 employees, ability to communicate with employees, upper manager and contract manager, quality control and problem solving.

### Projects Experience

City of Grand Prairie (January 1 2005 - 2008)

Position: Project Manager

28 City Building

308,000 sq ft

Employees 16

Dallas County May (May 1998 - Present)

District Building and District Government Building

Position: Project Manager

36,000 sq ft

Employees 2

Dallas County Community Collage District (January 2001 – January 2006)

District Office

Position: Project Manager

78,000 sq ft

Employees 6

Meyerson Symphony Center (March 2001 – October 2003)

City of Dallas

Position: Project Manager

290,000 sq ft

Supervisor 3

Employees 32

### Education

High School: H. Adamson High School, Dallas TX, 1991 – 1994

Technical School: DeVry Tech, Dallas TX, 1994 - 1996

## EXHIBIT 1

4542 Bonanza Lane  
Dallas, Texas 75211  
Phone (214) 770-3569

# Reynaldo Alvarez

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**Objective** A bilingual professional, seeking a rewarding and challenging position which will effectively utilize my skills and experience.

**Education** 1985 – 1989 **Sunset High School** **Dallas, TX**

1990 – 1991 **Mountain View College** **Dallas, TX**

**Experience** 16 years of field related chemistry and custodial work

**Certification and Training**

Commercial Driver's License – Class A

**Endorsements:** Tank vehicle & Hazardous materials

24-Hour Emergency Response

Blood Born Pathogens

First Aid-CPR

Hazardous Materials Transportation

Hazwoper/Awareness

Inventory Control

Accident Prevention

Confined Space Entry, Attendant, Supervisor and Rescue

Hotwork Permit

Forklift Operations

**Languages** English and Spanish

## EXHIBIT 1

**Work experience**      **2004 – Present**      **Oriental Building Services, Inc.**      **Dallas, TX**

### **Project Manager**

- Responsible for managing Dart and various other locations.
- Responsible for managing clean-up sites for hazardous and non-hazardous materials.
- Coordinating work schedule.
- Coordinating and managing the crew to make sure all the safety precautions are being followed.

### **Field Services Technician**

- Lab Pack and Field services technician responsible of complete turnkey laboratory packaging services and cleanups, which include: sampling unknowns, segregation and packaging, labeling and manifesting.
- Part-time driving.
- Field Services which include pressure washing, tank cleaning, site clean up, site remediation, and vacuum services.

**1991 -- 2005**      **Teris LLC**      **Dallas, TX**

### **TSD Supervisor**

- Responsible for preparing hazardous waste for transportation to ten different TSDF's for disposal, remediation and recycling. Required thorough and complete knowledge of EPA< DOT and state regulations for packaging, labeling and documentation.

### **Field Services Technician**

- Lab Pack/Field services technician responsible of complete turnkey laboratory packaging services and cleanups, which include: sampling unknowns, segregation and packaging, labeling and manifesting, obtaining waste stream approvals, scheduling transportation and obtaining appropriate and cost-effective disposal sites.

### **Reactivities Supervisor**

- Responsible for repackaging, bulking, labeling and inventorying all waste stored in Bay II (i.e. reactive or non-compatible with fuels or bulked items). This includes, but not limited to, waste segregation, lab packaging, repackaging, bulking, and reacting the materials.

### **Lab Technician**

- Responsible for performing analytical analyses and recording the results as needed on all in-bound waste shipments.
- Handle day to day operations, quality control and required paperwork.
- Interpret gas chromatograms and review test results.

Procure laboratory supplies and reagents as well as instruments and equipments.

**REFERENCES AVAILABLE UPON REQUEST**

## EXHIBIT 1

Roger Andrade  
Floor Care Manager  
3604 Portland St  
Irving, TX 75061

### PROPOSED ASSIGNMENT

City of Duncanville Fieldhouse

### EDUCATION

High School – Juticalpa – Honduras 1982  
Collage – Northlake Collage 1987 -1990

### EXPERIENCE

Floor Care Manager, Oriental Building Services, 2003 – present

Projects: Dart Buildings and LRV, City of Dallas-WIC

Joined Oriental Building Services as a supervisor. Responsibilities includes oversee day-to-day operation, maintain task scheduling, inspection, planning, training, and reports to project manager.

Supervisor , UBM, 2000 – 2003

Service Project: DFW Airport Terminal Skylink B

Manager, Gylan Building Services, 1997 – 2000

Service Project: Southern Methodist University

Crew Leader, Tidy Enterprise, 1991 - 1997

Service Project: City of Dallas



## **Oriental Building Services Personnel Recruitment and Hiring Practices**

OBS recruitment and hiring practices typically following the law and contract requirement

1. OBS recruits employees from the list of people that are friends, family, walk-in and referral.
2. To apply the applicant must have two from of acceptable picture I.D. with them at the time of apply for the job opening.
3. The applicant must be legal age of 18 year old and must have proof of legally to work in US.
4. Upon complete of application, interviewer will make copy of applicant's acceptable documentation (Driver's License, Social Security Card, Aliens Card and Authorized to Work Card etc.)
5. Before the applicant are hire, company will conduct background check and drug test as require by all contract and call Social Security office to confirm on applicant's Social Security number.
6. Upon pass of background check and social security number check. Applicant return to office to completing all required documents (I-9, W-4, etc.)
7. Upon all documents are completed, applicant's application will submit to contracting office for approve before start working at the location.
8. After the hire payroll department have 3 day to E-Verify the new employee from the hiring date.
9. After application approve, applicant will start 20-hour orientation and training.
10. The new employee finished the training, will be on probation for the first working days, and the first two-week they will work with company's supervisor.

The recruitment and hiring practices of OBS will be update from time to time to comply with the law and contract requirement.



## **Workforce Recruitment Program**

The Workforce Recruitment Program for Oriental Building Services, Inc. is a resource for federal agencies and private businesses nationwide to identify qualified temporary and permanent employees from a variety of fields. Applicants are highly motivated experienced individual eager to prove their abilities in the workforce.

### **Program starter**

- Job candidates pre-screened through face-to-face interviews
- Information about each applicant's qualifications
- Referral pools tailored to specific job requirements
- Access to candidates across the nation, by state or job category
- Flexibility in hiring for summer internships or permanent positions
- Opportunity to identify outstanding individual for permanent staffing needs
- Freedom to conduct independent interviews after referrals are made

And all of these services are done in house

### **What can part time person does for OBS**

- Undertake special projects postponed for lack of time or resources
- Assist permanent staff with key projects
- Share specialized knowledge and innovative technical skills
- Assume responsibilities of staff on vacation or leave of absence
- Prove that qualified people with disabilities make excellent employees
- Contribute in a wide variety of areas, including day to day operation, communications, equipments services, quality assurance program, and administrative support.



### **How Program Work**

Project manager conduct personal interviews with interested individual on site or at our office. From these interviews, a database is compiled containing information on each individual seeking temporary or permanent job. The Project manager interview comments are included in each individual's profile. Job seekers in the database are categorized by job interest, work experience, geographic location, and many other factors. Job site manager are free to conduct independent interviews with individual who are identified as their potential job candidates, qualify individual or individuals will refer to human resource perform hiring procedures.





## TRAINING PROGRAM SUMMARY

The training program at Oriental Building Services is very detailed and comprehensive. All new employees go through five steps of training before he or she is permanently assigned to the building. The five steps are classroom training, video training, first aid, chemical, equipment, safety, hands on training and green cleaning and products. We use the **3M™** Service, Maintenance, Analysis, Resource, Training (**S.M.A.R.T.**) Program. This program allow OBS to customize the training for each project or facilities, the employees will have first hand training before they step foot in to the facilities. It allow OBS to customize to the point an employees will know what the same office, trouble area, or restrooms, look like and what step, tool and chemical to use. It also allows OBS to implement proven green cleaning methods in all facility and to combine any facilities owner's maintenance schedules into the training. For any customers that are working towards Green Sealed or Leadership in Energy and Environmental Design **L.E.E.D** certifications, we will provide a green care system (green cleaning procedures & products) that will help you earn points to getting that certification.

**Supervisor Training:** The supervisor will receive ongoing skill development training as needed. Training programs available for Supervisors will include:

- ✓ Supervisory Skills 101
- ✓ Managing Change
- ✓ Building Productivity through Mutual Respect
- ✓ Eliminating Un-lawful harassment in the workplace
- ✓ Conducting performance reviews
- ✓ Hiring and Firing procedures (Conducting Interviews)
- ✓ Building Productive Teams

(Note: All basic employees training will be available to supervisors also)



## Basic Employee Training:

### 1. Classroom Training

- ✓ General Cleaning
- ✓ Floor Care Task
- ✓ Housekeeping
- ✓ Hard Floor Care
- ✓ Carpet Care
- ✓ Disinfectants Tips and information
- ✓ Restroom Cleaning
- ✓ Office Cleaning
- ✓ MSDS Information
- ✓ Specialized Cleaning



**Training Facility**

### 2. 3M™ Video Training (English and Spanish)

- ✓ Commercial Care
- ✓ Restroom Care Procedures
- ✓ Twist and Fill
- ✓ Working Safety
- ✓ Equipment
- ✓ Safe Cleaning



**3M Green Seal Products**

### 3. First Aid, Chemicals, Equipments, Safety

- ✓ Basis first aid
- ✓ Safe use of chemicals
- ✓ Understanding equipment
- ✓ Blood borne Pathogen
- ✓ Hazard program
- ✓ Asbestos awareness Training



**Environmental  
Friendly Equipment**



#### 4. Green Cleaning

- ✓ Building Expectations
- ✓ Green Cleaning Basics
- ✓ Custodial Duty
- ✓ Green Clean Procedures
- ✓ How to evaluate Green Clean Products
- ✓ List of Environmental Issues
- ✓ Traditional versus Green Products
- ✓ Understanding the impact of Cleaning Green



#### 5. Hand on Training

A supervisor works with the trainee and showing actual cleaning procedure and answering all questions. During this time, he or she is obligate to take note on and special instruction, such as any door to be locked after cleaning turning of light, alarm-setting procedures. Onsite training will take up to 2 weeks before the trainee works on their own.

**Training Review and Development:** Current training material will be reviewed to assure all aspects needed for job performance are covered. Training will be evaluated on the following basis:

- Compliance to contract requirements
- Compliance to current contract requirements to delivery requirement  
(Example: Annual or Quarterly training)
- Documentation of completed training (Training Completion Form)
- Documentation filed in appropriate place

**Additional training will be developed and delivered by the Project Manager**



## **COMPANY SAFETY POLICY**

Responsibility to Injury and Illness Prevention Program (IIPP) has been delegated throughout all levels of the company, from management to employees. The following is an overview of that policy.

### **Executive Management Safety Responsibilities**

The owner of Oriental Building Services has the ultimate responsibility for the safety and health of company personnel and must ensure that company operations are conducted in accordance with the safety standards and guidelines. Executives Management's attention will focus on the strategic direction of the company's IIPP and overall management of the Injury and Illness Prevention Program. As such, Executive Management will establish and direct and IIPP that will provide:

1. Statements of policy and responsibility for the Company's total IIPP.
2. Identification of safety and health hazards.
3. Codes for safe practices.
4. Inspection, investigation systems and corrective actions.
5. Training programs.
6. Communications systems.
7. Record keeping.

### **Safety Coordinator's Responsibilities**

1. The Owner of Oriental Building Services has an appointed Safety Coordinator and will monitor his/her activities to ensure an effective program.
2. The Safety Coordinator develops and administers the Company's IIPP in order to achieve the goal of a totally safe workplace.
3. The Safety Coordinator has the authority to implement immediate action to correct hazardous conditions, which pose a threat of death or serious injury.
4. The Safety Coordinator will liaison with federal, state and local safety officials, insurance company safety specialists and safety/management consultants.
5. The Safety Coordinator will be the Chairperson of the Safety Study Group.
6. Review claim files to recommend and institute loss control prevention.
7. Provide safety training to the Project Manager, Supervisors and employees.



8. Perform Safety/Loss Control audits and inspections.
9. Perform Job Safety Analysis (JSA).
10. Implement employee safety incentive and award programs.
11. Enforce employee safety infraction disciplinary procedures.
12. Investigate all major accidents.
13. Coordinate with Project Manager the investigation and corrective action for minor accidents.
14. Coordinate with Project Manager and Safety Study Group the investigation and corrective action for major accidents.
15. Monitor and disseminate information company-wide regarding new safety laws, regulations and standards.
16. Perform safety inspections.
17. Maintain files and records of IIPP.

#### **Safety Orientation, Education & Training**

The Preliminary Safety Training Plan is presented under Subsection. This plan includes a complete agenda for safety training prior to job commencement as well as a refresher, OFT, and new hire training. New hires will be trained in their particular workstations in safety procedures and practices before commencing work. They will receive instruction in all other safety matters within thirty days.

#### **Industrial Safety Program**

The IIPP is an essential part of the Department of Reclamation Services Industrial Safety Program. The overall goal is to reduce the probability of accidents from occurring. Additionally, we will ensure conformity to the current edition of Occupations Safety and Health Administration (OSHA), and National Fire Codes.

#### **Hazard Reporting Procedures and Follow-On Corrective Action**

Any accident, no matter how minor, will be reported to the on-site manager by the assigned supervisor. The Supervisor will conduct an inspection of the accident scene and interview the employees who witnessed or were associated with the said accident. As part of an accident report, a brief statement will be taken and signed by the employees involved and attached to the accident report. After an accident report has been filed with the project office, E&A's on-site manager will notify our insurance carrier by mail with a complete follow-up of circumstances surrounding the accident and a duplicate to the Home Office.

## EXHIBIT 1



Following notification of the insurance carrier and the home office, our manager will complete all applicable accident investigation reports required by the contracting officer as required by OSHA standards.

A listing of accident reporting procedures will be posted on the employee bulletin board in the project office. Along with his investigation, the on-site manager will file a corrective or preventative action notice with the Project Manager and deliver a duplicate to the Home Office. Posted alongside the accident reporting procedures on the employee bulletin board will be the name, address and telephone of the local company physician.

Pending any changes in the current status of Department of Reclamation Services on-going project operations, our on-site manager may designate a different qualified local company physician and submit written notification to the Government contracting officer, including name, office location and home/work telephone numbers.

In the event of an on-the-job accident/injury, the injured employee will be transported to the nearest emergency medical treatment center for treatment. E&A currently maintains an Accident Prevention Safety Program, which can be updated or revised upon request of the installation of the Project Manager.

### **Accident Record for the Past Years**

Throughout Oriental Building Service's history, safety has been considered as high a priority as any other organizational function. Consequently, Oriental Building Services has developed and implemented methods to aid in minimizing the probability of accidents. Over the last two years, accidents have been kept to an average of 1 per year, none of which was considered to be major.





## QUALITY CONTROL PROGRAM

We've structured our Quality Control standards and procedures to always meet and very often exceed Government quality assurance expectations. Our Quality Control program and approach has been implemented on numerous Government Custodial/Janitorial contracts. The success of the program has provided Oriental Building Services Management "OBS" with the confidence to expand our Quality Control applications and objectives to evolve with client requests. Four elements are key to effective Quality Control administration:

1. **TRAINING** - For a thorough understanding of quality objectives and requirements, periodic refresher classes keep quality performance in the minds of our employees.
2. **DAILY SUPERVISION** - By a qualified management team to ensure proper adherence to contract quality requirements.
3. **SCHEDULING** - The judicious application of resources in the right area at the right time is the best assurance of quality.
4. **INSPECTION** - Periodic and unannounced checks for adherence to define Quality Control policy by both the management team and Government inspectors to predict potential deviations, as well as, to document and correlate improvements.

The following paragraphs present an outline of our Quality Control practices:

- An efficient **Inspection System**
- Timely **Deficiency Identification**
- **Quality Control Documentation and Enforcement**
- **Government Communication Interfaces**
- A qualified **Organization and Structure**
- A responsive **Customer Comment Program**
- Steps to implement **Corrective Action**
- **Recommendation Program** with the appropriate provisions for:
  - ◆ reporting mechanisms
  - ◆ complaint investigation
  - ◆ preventive measures
  - ◆ synopsis of complaints and steps taken for improvement

## EXHIBIT 1



**Inspection Program** - The following major areas of concern are considered routine inspection items:

- **Employee Personal Hygiene** - Cleanliness of hands, arms, face, hair, uniforms, proper use of hair restraints, gloves, and associated sanitary protections.
- **Safety** - The safe use of janitorial and custodial equipment, insure the proper safety procedures are in place to include the use of wet floor caution signs but not limited to constant inspection of floor conditions, walls, ceilings to preclude accidents and assure dust less cleaning methods.
- **Janitorial & Custodial Operations** - We shall insure that quality and efficiency of sweeping, mopping, dusting, etc. service display cases, walls, wall hangings, floor and entryways, proper ventilation, lighting, toilet and lavatory facilities.
- **Property & Equipment Maintenance** - Check on all exterior and interior maintenance responsibilities falling under the service contract requirements, snow and ice removal from entrance/exit walkways, proper trash disposal and inspection of lighting fixtures (both interior and exterior).
- **Employee Conduct & Attitude** - Checks for the practice of the proper code and conduct in employee/customer relations including decorum, respect, politeness, and responsiveness to customer needs.

**Inspection Schedule** - Our Project Manager and/or Supervisor will conduct daily or bi-daily unscheduled inspections of all contract functional areas to assure continuing compliance with the PWS in conjunction with the Government QAE. Additionally, weekly inspections will occur on a scheduled basis to alert deficiencies that continue for more than one or two days. As a result, problems can be "nipped in the bud" before they affect overall performance or can spill over into other functional areas.

After inspection, the Project Manager will document all deficiencies on Oriental Building Services forms. A copy of these completed forms will be retained in each facility and one will be given to the affected functional area Supervisor. The affected employee will be required to sign the deficiency report, acknowledging the deficiency and the corrective actions to be taken. If the problem persists beyond the maximum two-hour time limit after notification, a subsequent deficiency report will be filed with the Project Manager for immediate remedial action.

The Project Managers will prepare a synopsis report of all deficiencies and associated corrections on a monthly basis. Copies of the report will then be given to the Project Manager, Corporate Operations  
Oriental Building Services



## EXHIBIT 1



Manager, and the Contracting Officer. A copy of the monthly report will be filed in each facility's QUALITY CONTROL records for review in the event of a recurrence.

Our Corporate Operations Manager will conduct random site visits for spot checks and to review on-site project operations throughout the term of the contract. Subsequent inspections will be scheduled during the first and third quarters of performance for each contract year. Should circumstance require, more frequent inspections will be conducted as determined by persisting deficiencies, or at the request of the Contracting Officer. If required, the Operations Manager will conduct additional or remedial QUALITY CONTROL training of the on-site project management staff and affected employees.

**Corrective Action** - The Project Manager will document his/her findings in a QUALITY CONTROL Deficiency/Correction Report and instruct the Supervisors of the affected area to take corrective action for resolution of the problem within two hours or within the minimum reasonable time period to adequately correct the deficiency.

The Project Manager will then require the Supervisors to initial the deficiency report, acknowledging the problem(s) identified. When the deficiency has been corrected and re-inspected, the Project Manager will complete the corrective action portion of the deficiency form. If unresolved, the deficiency will be escalated to an official reprimand of the employee(s) responsible. The Project Manager will then perform random spot-checks of the subject area to verify adherence to quality standards.

Each Supervisor will submit a monthly Quality Control Inspection Report to the Project Manager after each detailed inspection. The Project Manager will complete and file the Monthly QC Inspection Summary in the Project Office and send a copy to the Home Office.

The Corporate Operations Manager will also conduct unannounced inspections of all on-site project operations, providing an independent quality control function. During the Operations Manager's visit, a discussion of quality levels with the Project Manager and Supervisors will provide further corporate oversight of the contract. Should any problem persist, the Operations Manager will conduct refresher training of the affected project staff and employees. If despite additional training, directives for correction or pronounced deficiencies persist, the Operations Manager is delegated the authority to dismiss the deficient employee(s) and replace them. Notification to the Project Manager and the Government QAE will be made.

**Government Communication Interfaces** - Quality complaints and suggestions for improvement at the customer level will be handled in accordance with Government specifications and coordinated through the



customer Complaint and Improvement Recommendation Program. Official communications between Government Contract personnel and the project office will adhere to all contract terms and conditions. Where necessary or desired, the Contracting Officer and our Contract Manager can have special "one-on-one" meetings. Our Project Manager is delegated the necessary authority and access to executive management to fully commit the company. We further propose quarterly roundtable forums to be attended by the Contracting Officer and his/her designees, our Project Manager, Supervisors and corporate Operations Manager. Through this open discussion, a forecast of impending quality decisions can be discussed and problem areas isolated before they impact the project. As a general rule, however, deficiencies discovered by the Government should be delivered in writing to the Project Manager for immediate corrective action.

**Quality Control Documentation and Enforcement** - OBS has several standard forms to document quality control inspection, enforcement, deficiency and corrective actions reports. Further documentation practices will be coordinated through the Customer Complaint/Improvement Program. All project quality control records will be available to the Government for review throughout the term of the contract. The Project Manager will keep the following reports on file in the project office for review during normal business hours:

- Completed Quality Control Inspection forms for all functional areas, detailing deficiencies and corrective actions taken.
- Completed Operations Managers inspection evaluations after surprise inspections, including corporate directives for enforcing corrective actions.
- All weekly deficiency/correction inspection reports from Operations Manager.
- Completed Customer Comment Forms.
- All monthly synopsis reports to the Operations Manager and Contracting Officer, listed identified deficiencies/complaints and the corrective action taken.

**Customer Comment Program** – OBS firmly believes in a strong contractor-consumer interface for identifying problems. Solutions to some of the simplest or toughest problems may be very obvious to the customer, but we may be "too close to the trees to see the forest." To facilitate this program, we will make a Customer Comment Form available at various places throughout the work areas. This will make the forms readily available to all customers. Additionally, our Project Manager and Supervisors will be highly visible during the day-to-day operations. They will be available to receive customer comments and complaints. All Customer Comment Sheets received will be delivered directly to the Project Manager. All Comment Sheets will be serialized, logged and maintained in a file in the Project Office for Government review.

## EXHIBIT 1



All complaints will be carefully investigated and timely solutions will be implemented. If the customer chooses to give his/her name and telephone number, we will provide feedback to them regarding the corrective action taken to alleviate their complaint.

**Employee Training/Qualification** - In addition to the OBS initial and follow-on training we will ensure our employees attend additional company sponsored training based on Government requirements. In all cases, OBS will perform initial and refresher training. We will maintain training folders on all employees and ensure all training, briefings, and physical examinations are properly recorded. We will forward a list of employees and training they have received to the Contracting Officer Representative if required.

# EXHIBIT 1

## Major Equipments List

### City of Denton

No.	Building	Vacuum Cleaner	Back Pak Vacuum	Buffer Low	Buffer High	Carpet Extractor	Trash Cart	Maid Cart	Mop Bucket	Dust Mop	Floor Sign	Broom	Dust Pan	Wet/dry Vacuum	Window Set	Garage Sweeper	Automatic Scrubber
	Animal Adoption & Services Center	1					1		2	1	4	1	1	1	1		
1	Airport Control Tower	1					1		1	1	1	1	1			1	
2	Airport Terminal Building		1	1			1		2	1	2	1	1	1	1	1	1
3	American Legion North & South	1					1		2	1	2	1	1		1		
4	American Legion North & South	1					1		2	1	2	1	1		1		
5	Animal Services	1				1			2	1	2	1	1	1	1		
6	Chiller Tower	Roving crew will provide services and full set of equipment for this facility															
7	Main City Hall	1	1	1			2		3	3	5	2	2		1		
8	City Hall East	4	2	1	1	1	4	1	6	4	10	5	5	1	1	1	1
9	City Hall West	1	1				2		3	2	5	2	2		1		1
10	Civic Center	1	1	1			2	1	3	2	4	2	2		1	1	
11	Denia Rec. Center	1					1		2	2	2	2	2		1		
12	DME - Admin.	1					1		2	2	3	1	1				
13	DME - Engineer & Syst. Operations	1					1		2	2	3	1	1				
14	DME - System Ops.	1	1	1			1		2	2	3	2	1		1		
15	Facilities Management	1					1		2	2	2	2	2		1	1	
16	Fire Central (Station #1)	1					1		2	1	2	1	1		1	1	
17	Freet Services	1					1		1	1	1	1	1				
18	Goldfield Tennis Center	Roving crew will provide services and full set of equipment for this facility															
19	Joint Training Facility	1					2		2	2	3	1	1		1		
20	Emily Fowler Library	1	1	1		1	2		2	2	4	1	1		1	1	
21	North Branch Library	1	1	1		1	2		2	2	4	1	1		1	1	
22	South Branch Library	1	1	1			1		2	2	4	1	1		1	1	
23	MLK Jr. Rec. Center	1	1	1			1	1	3	3	4	2	2	1	1	1	1
24	Nature Center	Roving crew will provide services and full set of equipment for this facility															
25	North Lake Annex	1					1		1	1	2	1	1				
26	North Lake Rec. Center	1	1	1	1		2		3	3	4	3	3	1	1	1	
27	Senior Center	1		1			2		2	2	2	1	1		1	1	
28	Service Center/Utilities	Roving crew will provide services and full set of equipment for this facility															
29	Solid Waste	1		1			1		1	1	1	1	1		1	1	
30	Solid Waste HCC	1					1		1								
31	Solid Waste Scale House	1					1		1								
32	Traffic Control	Roving crew will provide services and full set of equipment for this facility															
	<b>Total:</b>	<b>30</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>4</b>	<b>38</b>	<b>3</b>	<b>59</b>	<b>47</b>	<b>81</b>	<b>39</b>	<b>38</b>	<b>6</b>	<b>21</b>	<b>12</b>	<b>4</b>

## EXHIBIT 1

### Description of Equipment

Vacuum Cleaner	: Commercial Up-Right, Sanitaire 12"(HEPA Filter & Dual Motor – 0.3 mic.)
Back Pak Vacuum	: Pro-Team Disposable Filter Bag
Buffer Machine	: 20" 175 RPM Low speed & 1500 RPM Hi-Speed
Wet/Dry Vacuum	: 15 gal commercial/Water Lift, Auto overflow
Space Pile Brush Lifter	: Certified 3500 RPM / Vegetable Fiber Brush
Automatic Scrubber	: 20" Battery Scrubber
System Dispensers	: 3M Compact dispenser
Mop Bucket	: 3" Casters, 35–38qt. Plastic Rubbermaid
Window Squeegee	: 12" & 18" Brass Channel and handle, Fixture Single Blade
Dust Pan	: Lobby Style 12" , self- Closing lid
Hot Water Extract	: Ultimate Galaxy Heated Extractor / 12gl. 100PSI
Broom	: Toy #1 Corn Straw and Street 16x3.5 Blk. Polypropylene Bristles
Garage Sweeper	: Hoover, 9" 2 brush Out Door Sweeper
Carpet Spotter (Portable)	: 3.5 gl, 60 p.s.i. for deep cleaning
Carpet Dryer	: 2 Speed air mover, 3/4 hp with handle/wheels
Tilt Truck	: 750 lb & 450 lb. 4 wheel, Rubber Maid
Etc..	: Spray Gun & Bottle 16oz, Putty knife,

## EXHIBIT 1

### Material and Chemical List

#### GREEN SEAL PRODUCT

No.	Item	Manufacture & Product #	Description
1	Toilet Bowl Cleaner (Non Acid)	3M - 920160	Disinfectant non Acid 1qt.
2	Carpet Shampoo	Host - 998150	Dry Carpet Cleaner
3	A-jax Cleaner	JWX	
4	Bleach	CSG 1100202	TRU Rite Bleach
5	Stainless Steel Cleaner	APR	Oil Base 15oz
6	Stainless Steel Cleaner	Carroll "AQUA STEEL"	Water Base 18oz
7	Vandalism Mark Remover	MISTY	16oz Spray Can
8	Chewing Gum & Wax Remover	Unisource & Misty	6oz Spray can
9	Cleaner Degreaser Disinfectant	Clorox 409	Formula 409 / 1qt. Spray bottle
10	Damp Mop Cleaner	Spartan	Detergent Concentrate 1gl.
11	Multi-Purpose Cleaner	Procter & Gamble	Mr. Clean - Antibacterial 1gl.
12	Air Fragrance	MISTY	Dry Deodorizers - Cinna-Fresh
13	Window Cleaner	3M - 920157	Glass & Window Cleaner
14	Stain & Odor Remover	Butcher's - 429110	Break Down Ordor Eliminator
15	Stripper	Butcher's - 10036578	#73 G-Floor Stripper
16	Wax	Butcher's - 10036548	G-Force Floor Finish
17	Spray Buff (Restorer)	Johnson SNAPBACK	Floor Polish when Spray Buff
18	Furniture Polish	AFL	Duosheen , Aerosol 17oz
19	All Purpose Cleaner	3M - 920166	Neutral All Purpose Cleaner
20	Disinfectant Cleaner	Procter & Gamble	Spic & Span,
21	Carpet Shampoo	Johnson	GS-37 Carpet Cleaner
22	LIME Remover	RNC - Easy Off	1gl Size

Material Safety Data Sheet are keeping at Janitorial closets



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 972-671-9105 Fax: 972-671-9804

GRAYHAWK INSURANCE & RISK MANAGEMENT  
1740 NORTH COLLINS, SUITE 200  
RICHARDSON TX 75080

CONTACT NAME: GRAYHAWK INSURANCE &amp; RISK MANAGEMENT

PHONE (A/C, No, Ext): 972-671-9105

FAX (A/C, No): 972-671-9804

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : TRAVELERS LLOYDS INSURANCE CO

INSURER B : THE TRAVELERS INDEMNITY COMPANY

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

ORIENTAL BUILDING SERVICES, INC.  
2526 MANANA DR. SUTE 208  
DALLAS, TX 75220

## COVERAGES

CERTIFICATE NUMBER: 62232

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PACP6178X697	03/10/12	03/10/13	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			BA6178X777	03/10/12	03/10/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (per accident) \$
							\$
B	X UMBRELLA LIAB			CUP6179X288	03/10/12	03/10/13	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED X RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3678T743	03/10/12	03/10/13	X WC STATUTORY LIMITS OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)		N / A				E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS PROVIDED ADDITIONAL INSURED STATUS ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES BY A BLANKET AUTOMATIC ADDITIONAL INSURED PROVISION THAT PROVIDES ADDITIONAL INSURED STATUS AND ARE PROVIDED A WAIVER OF SUBROGATION FOR GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION PER THE BLANKET WAIVER OF SUBROGATION ENDORSEMENTS ATTACHED TO THE POLICIES ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attention:

Gary Johnson



## COMPANY RULES AND REGULATIONS

1. All employees are expected to report to work on time everyday.
2. Employees are expected to call our office during office hours if they will be late or absent. Failure to comply may lead to termination.
3. Accidents, property damage, or injury must e reported immediately to the employee's supervisor.
4. Employee must stay in their assigned work areas. They are not allowed to visit other work areas unless instructed by their supervisor.
5. Radios, TV's or other personal entertainment devises are not allowed in the work areas.
6. Use of client's telephones is prohibited.
7. Employees are required to wear leather shoes, which are in good addition. No sandal, slippers, torn tennis shoes or high heels are allowed.
8. Doors are to remain locked unless directed by a supervisor.
9. Uniforms must be worn at all times.
10. Turn on lights only in the area you are cleaning. Turn off when finished.
11. Employees may be required to take truth verification test.
12. Lock all doors and windows normally kept locked by clients after cleaning assigned area.
13. A doctor's excuse may be requested if more than three work days are missed due to illness.
14. Keep janitors closets and equipment neat and in good order at all times.
15. If there is evidence of a robbery upon entering a building, report to security or police before start working.
16. Do not bring unauthorized persons with you into any the buildings. This includes wives and children.



EXHIBIT 1



PHOTOGRAPH  
OF  
DAILY UNIFORM & WINTER JACKET





# Janitorial Presentation for



# Content

- 
1. **Company History**
  2. **Company's Mission Statement**
  3. **Our Commitments**
  4. **Executive Management Team**
  5. **Start up/Transition Plan 1**
  6. **Start up/Transition Plan 2**
  7. **Hiring Practices**
  8. **Training**
  9. **Cleaning Method**
  10. **Supplies**
  11. **Equipments 1-2**
  12. **Uniform**
  13. **Customer Base / Experience**
  14. **Services**
  15. **Percentage Resources – Personnel**
  16. **Contact**

# **Oriental Building Services, Inc.**

**Mr. Sang Gye found Oriental Building Services, Inc. in 1992. He has been providing full spectrum of janitorial services to businesses, corporation, and government entities in Texas for 20 years. Home office & warehouse is located:**

**2526 Manana Dr. suite 208**

**Dallas, TX 75220**

**Office: 469-522-0001**

**Fax: 469-522-0003**



# **Company's Mission**

**Using the most effective technology, high quality products and knowledgeable personnel, creating the cleanest building environment for customers and communities, without increasing their cost.**

# **Our Commitment**

**At Oriental Building Services, we stand ready to custom design the most cost-efficient cleaning program to fit each building and project need. Our management team and employees are committed to respond “twenty-four” hours a day, seven days a week, three hundred sixty five days a year, to maintain consistent quality service and coverage for each building and project like you are the only customer.**

# Management Team

## **Sang Gye, President**

Sang Gye, holds a business degree from Dan-Kook University in Seoul, Korea. He came to United States in 1985. Started working as a supervisor for B.P.A. Inc. Responsible for 22 janitors and 5 building, 1989 H.B.M. Services Corp. as a operations manager, responsible for two route supervisor and 4 building, 1990 Oriental Building Services, Project manager, later became owner/president of the business.

## **Nixon Shum, Vice President**

Nixon joined Oriental Building Services in 2000, after many year in the restaurant and finance industry. He brings along the experience he have on how to keep a clean restaurant and customer services, to join OBS as a project manager. Promoted through the ranks as Vice president by developing new training program, customers services and improve employees productive.

## **U Chu Kim, Vice President/ Quality Control**

Mr. Kim joined Oriental Building Services in 2000. After 15 years as Quality engineering specialist with Lockheed Martin Tactical Aircraft System, he is a certified green belt & six sigma by international organization for standardization (ISO). He bring along the experience he have as QES with Lockheed Martin, and help develop the quality control program at Oriental Building Services.

## **Andrew Kim, Director of Development**

Andrew came to Oriental Building Services in 2003 as project and development manager. After 3 years with Tidy Enterprise as Operation manager at the DFW Airport Terminal B. He brings to the company many years of experience. He will be a very valuable team member for all future development and Operation.



# Start Up/Transition Plan

The Project Manager will be responsible for insuring documentation is provided to City of Denton Representative to insure compliance with requirements. Upon notice of award, Project team will set up a Phase-in Schedule. Start weekly reporting with City Representative, by phone, fax or email on phase-in progress. Two week before start of contract, project manager will introduce his team to the City Representative, and will keep daily communication if necessary with City representative on Phase-in progress.

We intend to hire qualify associates currently performing on this contract as well as qualified associates from the economy. We will do whatever it takes to insure a smooth transition. Therefore the separation between the current contract and new contract will be seamless.



# Start Up/Transition Plan

1. Fill any vacant positions listed
2. Train any associates not working on the current contract on scope of work, safety procedures, quality control, communication procedures with OBS management and supervisory staff, time sheets, forms, courtesy, accident reporting, security, and other topics requested by the city. Note: All associates working on the current contract that is not trained during the Phase-in period will be train immediately before contract begins. Training will repeat every 6 month
3. Purchase equipment
4. Purchase Supplies
5. Provide all appropriate documentation to the city representative the items listed, which includes but not limited to the, Staff assignment and building, Background Check, MSDS, Security approvals and access, Inventory of equipment and Supplies, and Certifications.

# Employee Hiring Practices

Oriental Building Services recruitment and hiring practices typically follow the law and contract requirement.

1. To apply the applicant must have two form of acceptable picture I.D.
2. The applicant must be legal age of 18 year old.
3. Upon Complete of application, interviewer will make a copy of applicants acceptable documentation.
4. Before the applicant are hire, company will conduct background check and employment eligibility as required by all contract.
5. Upon hiring within three days, we will submit the applicants information to for (E-Verify).
6. Once hired the employee will start 2 hour orientation and training.
7. Once the new employee finished the training, they will be on probation for the first 90 working days, and the first 2 week they will work with company's supervisor staff.

The recruitment and hiring practices of Oriental Building Services, Inc. will be updated from time to time to comply with the law and contract.

# EXHIBIT 1



## Texas Department of Public Safety Criminal History Search

USER: nshum@obasra.net (1163448,1343604) SERVER: OPSWEB6 DATE:4/8/2013 4:04:43 PM LANG:ENGLISH (UNITED STATES)



### Search #9423736

#### Search Criteria

- Searched for
- Searched on

#### No Matching Records

There are no records matching your search criteria as of the date and time of this specific search. This includes the Criminal History File, Sex Offender Registration and Name Based Files.

A search of the Texas Conviction Database will not provide a definitive match or no-match. Results may or may not be related to the individual that has been searched. Further review of these records is necessary to determine if a possible match exists. The only way a positive match can be obtained is through the submission of fingerprints.

[How To Search The Criminal History Database](#)

### BSO - SSN Verification Results

#### Social Security Online

[www.socialsecurity.gov](http://www.socialsecurity.gov)  
Navigation : Logout

BSO Main Menu | BSO Information | Contact Us | Keyboard

## Business Services Online



## Social Security Number Verification System (SSNVS)

[SSNVS Help](#)

### SSN Verification Results

Employer's EIN: 205158539 Name: RIMM LEE  
Records Submitted: 1  
Verified Records: 1

The following table displays your submitted results. The first column indicates if the submitted record verified, failed or employee is deceased. The first five digits of the SSN will be masked for verified records and records with a verification results code of 3 or 6.

[Verify More SSNs](#)  
[Why Are Some SSNs Masked?](#)  
[Field Office Locator](#)

- **Failed** - Data does not match Social Security Administration's records. Select [What to do if an SSN Fails to Verify](#) for more information.
- **Deceased** - Data matches Social Security Administration's records, and our records indicate that the person is deceased. For more information, please contact our general SSA information line at 1-800-772-1213 (TDD/TTY 1-800-325-0778) or your local Social Security field office. Select [Field Office Locator](#) to find the office nearest you.
- **Verified** - Data matches Social Security Administration's records.

Results	SSN	First Name	Middle Name	Last Name	Suffix	Date of Birth	Verification Results
Verified	999999999					XXXXXX	

Have a question? Call 1-800-772-6270 Mon. - Fri. 7AM to 7PM Eastern Time to speak with Employer Customer Service personnel. For TDD/TTY call 1-800-325-0778.

# EXHIBIT 1

Search #9699159 | Criminal History Search | TxDPS Crime Records Service

Page 1 of 1



## Texas Department of Public Safety Criminal History Search

USER: ashlee@chambers.net (1343448, 1343684) SERVER: DPSWEB DATE: 6/12/2013 3:00:16 PM LANG: ENGLISH (UNITED STATES)



### Search #9699159

#### Search Criteria

- Searched for
- Searched on 6/12/2013

#### Search Results

1 results						
Photo	SID	Match Type	Match	Sex	Race	Result
	05182216	SOUNDEX PARTIAL DOB		F	W	<a href="#">Preview</a>



# Training

The training program at Oriental Building Services, Inc. is very detailed and comprehensive. All new employees go through three steps training before he or she is permanently assigned to the building. The three steps are classroom training, video and hands on training. We use the 3M Service, Maintenance, Analysis, Resource, Training (S.M.A.R.T.) program. This program allow OBS to customize the training for each project of facilities. Employees will know what the same office, trouble area, or restrooms, look like and what step, tool and chemical to use. It also allows OBS to combine any facilities owner's maintenance schedules in to the training. The training will be repeat every six month.

# 3 Step Training

## 1. Classroom Training



## 2. Video Training (English & Spanish)



## 3. First Aid, Chemicals, Equipments, Safety





# Cleaning Method

## Team Cleaning

concept long-held traditions and standards to create a process that focuses on cleaning for health with maximum productivity. Traditionally, a person works within a specific area or zone and performs every function of cleaning. The results: a higher margin of error, equipment is needed for every zone. and training is more complicated.

Team Cleaning is a concept designed to address these problems, and the results are

- Higher quality of cleaning performed in less time
- Easier job training, supervision, and absentee replacement
- More cooperative attitude among workers
- Much less equipment is needed

Four types of specialists concentrate on defined tasks such as light duty and trash, vacuuming, restrooms, and utility work. The advantages over zone cleaning are monumental.

A building with eight floors assigned to eight different workers required eight complete sets of equipment, and resulted in eight different levels of quality. Management wanted to maintain consistent quality while simplifying the work process.

**Is a prefer cost saving cleaning method for all our customer.**

# Supplies

- Oriental Choose the most environment friendly product.
- Procter & Gamble Cleaning Chemical Management System
  - \* California code of regulations VOC standards
- Spic & Span Disinfect All Purpose & Glass Cleaner
- Comet Disinfecting, Sanitizing Bathroom Cleaner
- Mr. Clean Finished Floor Cleaner



**Dilution System**



**Disinfecting All-Purpose Spray  
&  
Glass Cleaner**



**Disinfecting - Sanitizing  
Bathroom Cleaner**



**Finished Floor  
Cleaner**





# Environmental Friendly Equipment



**Electric Floor Burnisher  
w/Dust Control**



**Sealed Hepa Filter Sanitaire  
Upright Vacuum**

**Pro-Team Hepa Backpack  
Vacuum**



**IPC Eagle SmartVac 464**

# High Production Equipments

## 15 gallon Carpet Extractor



- Cord-free (1510) and cord-electric (1530) operation along with a compact size provides maximum mobility.
- Extra-large, 21 gal / 79 L (1510) and 30 gal / 114 L (1530) recovery tanks extends cleaning time for both the 1510 and 1530.
- 22 in / 559 mm cleaning path covers up to 4500 ft<sup>2</sup> / 418 m<sup>2</sup> per hour
- Tennant's durable, polyethylene body construction.

## 1510/1530 Walk Behind Carpet Extractors



# Uniform





# Customer Base / Experience

The experience we have obtained from our many on-going, current and past contacts, shows we are capable of implementing all aspects of this project. Further, it shows we are capable of performing this contract as well. Our experience with performing multi-discipline/multi-projects simultaneously is well founded. Here is a list of recent, past and current contracts, which are similar in nature:

City of Dallas

City of Arlington

City of Plano

City of Ft. Worth

Dallas County

DFW Airport

Texas Workforce Commission

# Services

- Professional Custodial Services
- Commercial Building Custodial Services
- Apt./Dorm/Condo Cleaning and Porter
- Education Facilities Custodial Services
- Hospital Custodial Services
- Minor & General Maintenance
- Landscaping/Grounds Keeping
- Parking Lot Sweeping
- Garage Maintenance
- Window Washing/Power Washing
- Marble and Terrazzo maintenance and resurfacing
- Carpet & Floor Care Services



# Percentage Resources - Personnel

<b>On-Site Staffs</b>	<b>Total Personnel</b>	<b>Total Personnel 167</b>
<b>1 Site Manager</b>	<b>1</b>	<b>.6%</b>
<b>1 Supervisor</b>	<b>1</b>	<b>.6%</b>
<b>1 Day Porter</b>	<b>1</b>	<b>.6%</b>
<b>3 Crew Leader</b>	<b>3</b>	<b>1.79%</b>
<b>15 Night Cleaning Specialists</b>	<b>15</b>	<b>8.93%</b>
<b>3 Floor Tech</b>	<b>3</b>	<b>1.79%</b>
<b>Off-Site Staffs</b>		
<b>Vice President</b>	<b>1</b>	<b>.6%</b>
<b>Dir. Of Development</b>	<b>1</b>	<b>.6%</b>
<b>Dir. Of Quality &amp; Safety</b>	<b>1</b>	<b>.6%</b>
<b>Equipment &amp; Maint. Manager</b>	<b>1</b>	<b>.6%</b>
<b>Office Manager</b>	<b>1</b>	<b>.6%</b>
<b>Total Percentage Committed to Project</b>		<b>17.31 %</b>



# **Thank you**

**Thank you for the opportunity to submit this proposal and presentation. If the City of Denton have any additional question.**

**Please contact**

**Nixon Shum**

**Vice President**

**Oriental Building Services, Inc.**

**at**

**469-522-0001**

**nshum@obsusa.net**