EXHIBIT
"A"

# CITY OF ROUND ROCK AGREEMENT FOR JANITORIAL SERVICES WITH PRUITT BUILDING SERVICES, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for janitorial services, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2013 by and between the CITY OF ROUND ROCK, a Texas homerule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and PRUITT BUILDING SERVICES, INC., a Texas corporation whose offices are located at 3430 Alemeda #117, Fort Worth, Texas 76126 (referred to herein as the "Services Provider").

#### **RECITALS:**

WHEREAS, City desires to purchase janitorial services, and to purchase goods and services related to cleaning and maintenance, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

### NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## 1.01 **DEFINITIONS**

A. Agreement means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 13-036, Specification Number 13-910-39, Addendum No. 1 dated April 11, 2013, and Addendum No. 2 dated April 15, 2013 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any

inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.
- B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
- D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
- E. Goods and services mean the specified services, supplies, materials, commodities, or equipment.

### 2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof. After that term, this Agreement may be renewed for two (2) successive twelvementh periods, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.
- C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part 1, Item 12 of City's Invitation for Bid included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by Services Provider in writing and accompanied by the appropriate documentation to justify the

requested increase. Services Provider may offer price decreases at any time and in excess of any allowable percentage changes.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

## 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## 4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 13-036, Specification No. 13-910-39 dated April 2013, Addendum No. 1 dated April 11, 2013, and Addendum No. 2 dated April 15, 2013). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

### **5.01 COSTS**

Bid costs listed on Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

### 6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

## 7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## 8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

## 9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services,

whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

### 10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

### 11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

### 12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

### 13.01 INSURANCE

Services Provider shall meet all insurance requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

## 14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Pam Keltgen Custodian Supervisor 221 East Main Street Round Rock, Texas 78664 512-671-2890

## 15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### 16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### 17.01 TERMINATION AND SUSPENSION

- A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.
- B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.
- C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.
- D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### 18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## 19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas	Pruitt Building Services, Inc.
By:	By:
Printed Name:	Printed Name: Ronald Pruitt
Title:	Title: Vice President
Date Signed:	Date Signed: 7-/7-2013
Attest:	
By:	
Sara L. White, City Secretary	
For City, Approved as to Form:	
By:	
Stephan L. Sheets, City Attorney	

B

## PRUITT BUILDING SERVICES, INC

3430 Alemeda #117 Fort Worth, Texas 76126 (817) 560-1511

www.pruittbuildingservices.com

Proposal for



SOLICITATION #13-036 SPECIFICATION #13-910-39 CITY OF ROUND ROCK BUILDINGS ROUND ROCK, TEXAS

> JANITORIAL SERVICES BID APRIL 15, 2013

> > **EXHIBIT A**

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# Pruitt Building Services, Inc.

Pruitt Building Services has successfully provided janitorial services throughout the State of Texas since 1989. The company has successfully evolved and grown over the past twenty-four years mostly on referrals and references. As the need for highly-trained and technical custodial services has risen within the janitorial industry, Pruitt Building Services has been able to establish a professional staff that consistently meets and exceeds these standards. Understanding each unique environment in which all work must be performed, we realize the key to maintaining a trained staff with minimal turnover is essential. Included in the following executive summary is a snapshot of Pruitt Building Services industry experience, company resources, and the proposed methodology for the City of Round Rock.

**Executive Summary** 

Janitorial Services

A Proposal to: City of Round Rock

Presented on:

Date: April 15, 2013



# Alcon Labs Conner Building

Pruitt Building Services started cleaning the Conner Building in the R&D section of Alcon Labs in 1989. The initial service contract provided (7) seven night cleaners and (1) one day porter.



## Women-Owned Business Enterprise

In 2001 Donna Pruitt became the sole owner and President of Pruitt Building Services, Inc. Ronnie Pruitt was named Vice President and in placed in charge of all daily operations.

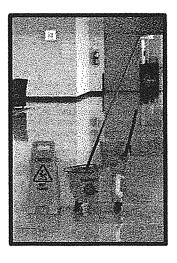
## **Company Background**

**Pruitt Building Services, Inc** (PBS), is a privately owned Texas Corporation. Founded in 1989 by Richard and Donna Pruitt, the company is headquartered in Fort Worth, Texas. Over the past 24 years, PBS has become a highly regarded entity in the janitorial industry. PBS services many different markets throughout the State of Texas.

PBS was started because Richard (retired construction) and Donna (lifelong medical lab-tech) saw a need for specialized cleaning in medical laboratory, educational and municipal environments. The Pruitt's knew about a need for such a service from an Alcon representative who was unhappy with his standard janitorial service. With Richard's experience in supervising crews and completing detailed job tasks, along with Donna's medical/laboratory background the Pruitt's realized they had the experience to launch their business and help Alcon. The Pruitt's sold a piece of property where they had planned to build their retirement home, invested money from Donna's retirement account and started the business debt free.

The company was able to experience sustained growth over the next several years because Alcon was expanding and found PBS as an important partner throughout the process. In 2001 Richard Pruitt passed away shortly after incorporating the business. Donna became 100% Owner and President of the company. Their son, Ronnie was named Vice President and managed daily operations. Ronnie had worked for his father at Alcon full-time since 1990.

In 2009 Donna and Ronnie decided to look for ways to expand the business. They hired Kurt Smith to assist them in taking their business model and expanding the company. Kurt brought 28 years of executive janitorial experience and had worked for a couple of the largest cleaning companies in the nation. PBS has since been fortunate enough to experience growth throughout the State of Texas. It is the companies' desire to continue to expand and grow utilizing the successful business model that continues to work today and PBS has utilized since 1989.



Highly trained and certified staff

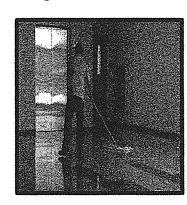
## **Industry Experience**

Pruitt Building Services, Inc offers an abundance of industry experience in janitorial cleaning and management. PBS customers benefit from the diverse knowledge and training that the management staff has assembled. We believe what makes us unique from other cleaning companies is "our uncompromising attention to detail". Plainly spoken "all surfaces clean at all times".

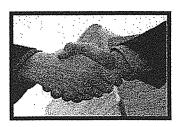
Examples of what makes PBS a preferred contractor:

- TECHNICAL CLEANING SERVICE
- IN BUSINESS FOR OVER 24 YEARS (WOMEN-OWNED)
- MANAGEMENT TEAM ENCOMPASSES OVER 105 YEARS EXPERIENCE IN THE CLEANING INDUSTRY
- BETTER BUSINESS BUREAU A+ RATING
- CERTIFIED PERSONNEL QUALIFIED TO CLEAN ANYTHING FROM STERILE CLEAN ROOMS TO CITY LIBRARIES
- CERTIFIED IN HAZARDOUS MATERIALS EMERGENCY RESPONSE AND CLEAN UP
- WRITTEN SAFETY PROGRAM DETAILING WORKPLACE HAZARD COMMUNICATION & PLANS FOR HAZARDOUS CHEMICAL ENVIRONMENTS
- AWARDED RECOGNITION FOR ONE OF THE LOWEST ACCIDENT RATES IN THE INDUSTRY - STATE OF TEXAS
- EXTREMELY LOW TURNOVER RATE ZERO UNEMPLOYMENT CLAIMS IN PAST 4 YEARS

# All staff uniformed and badged for identification



## Methodology



Partnership &

Communication

PBS understands that to be a successful business partner we must operate as an extension of the facilities management team.

Pruitt Building Services utilizes a program the company started with Alcon in all business we do. The program **START** (staffing, training, assessing, recording, and transitioning) ensures the company is following what we believe is a method to measure and attain positive service results.

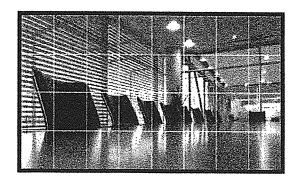
**S**TAFFING - starts with identifying the right prospective employee for the job. Potential employees have to pass background screening, speak fluent English, and possess the necessary job skills for the position applicable

TRAINING- all employees are required to complete training in policies and procedures given by both PBS Management. All training is documented in the companies' data base and follow up training is administered as needed.

ASSESSING- employees are directly supervised and graded on their job performance. Routine inspections for quality assurance are administered and utilized in periodical evaluations.

**R**ECORDING- the documenting of work performed is required in many areas. Scheduling work and documenting the completion is mandatory in keeping within compliance of the service contract. This information is shared with the customer as requested and required.

TRANSITIONING- the cross training of staff for various job duties serves as an important role in maintaining constant service levels required by the contract. PBS constantly evaluates staff so we can reward and promote employees from within. This method of evaluating employees serves to motivate the staff and has proven successful over the years. PBS has many examples of current managers and supervisors who have been promoted over the years from general labor positions.

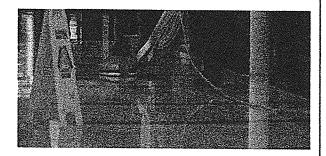


## Conclusion

From Boardrooms to the Lockerooms it is our desire to provide our customers the finest supervised services available. PBS prides itself on being a specialized service contractor that has the ability to remain flexible to meet the needs of our diverse customer base. It is important that we understand that not all cleaning jobs are alike. We customize each location with the details that can utilize our processes to give each customer their desired results. PBS understands that it is our job to make sure that we engineer any jobsite to exceed expectations while making sure we remain good stewards of your budgeted janitorial dollars.



# CORPORATE HISTORY AND OVERVIEW



Pruitt Building Services, Inc (PBS), is a privately owned Texas Corporation. Founded in 1989 by Richard and Donna Pruitt, the company is headquartered in Aledo, Texas. Over the past 24 years, PBS has become a highly regarded entity in the janitorial industry. PBS services many different markets throughout the State of Texas and is currently expanding into Oklahoma, Louisiana and Arkansas.

At Pruitt Building Services, our goal is to develop a long-term partnership with our clients. We realize that to build these relationships we must provide professional management and quality supervision to meet our goals in a labor-intensive operation. We also must provide our clients with highly trained employees at a competitive rate. Our employees are guided by a strong corporate support system that provides individual attention to each property we serve. We are committed to providing professional service in an expedient manner. Our productivity is enhanced by our ability to deliver strong. moral and effective employees that respond to our clients' needs and requests. We provide every property with a supervisor that is keenly interested in servicing the property to attain the high standards our clients and their tenants expect.

PBS's success is due, in great part, to our employees who consistently uphold the company's standards of excellence. Our employees are recruited through a number of sources and scrupulously screened. The screening process includes personal and professional reference checks and police background checks. Citizenship or eligibility to work in the United States is confirmed. Once accepted for employment, the employee is enrolled in the appropriate courses in PBS's training program.

PBS's philosophy is based on one standard, Quality...it begins with the individual cleaner and is reflected throughout our entire organization. From thoroughly screening our employees' backgrounds to the personalized service we provide in every facility we serve, all aspects of PBS's operation reflect this standard of service. PBS has grown and built its reputation through high-quality work with courteous service.

PBS's dedication to ongoing Quality Assurance and communication with our clients provides superior levels of performance and responsiveness. Our entire staff is proud of what PBS does, and that pride will be evident to you, to your tenants, and to each and every visitor to your property.

B

## KEY PERSONNEL

## Donna Pruitt, President

Donna Pruitt co- founded Pruitt Building Services along with Richard Pruitt in 1989. Since that time Ms Pruitt has directly overseen the growth and development of the company. Ms. Pruitt turned over the daily operations of the company to her son, Ronnie in 2000. Ms. Pruitt stays actively involved in all financial aspects of the company. Today PBS is one of the DFW Area's largest privately-owned janitorial firms. The success of the company is a direct result of the standard and integrity set forth by Ms. Pruitt.

## Ronnie Pruitt, Vice President

With 20 years of commercial janitorial experience, all with Pruitt Building Services Inc., Ronnie Pruitt is a highly trained and experienced individual in specialized technical cleaning service and procedures. Ronnie holds many certifications in "clean room" and "technical cleaning" environments. Ronnie oversees all daily operations for PBS and implemented sales strategies for continued growth and expansion.

## Kurt G. Smith, General Partner

Kurt has over 24 years experience in the janitorial industry. He has been involved in the sales and operations of some of the most prestigious facilities in the country. Kurt has been able to work on projects that included Walt Disney World, Texas Rangers Ballpark, Fort Worth Zoo, and over 20,000,000 square feet of Class "A" high-rise commercial office buildings. Kurt has served in an executive level capacity for some of the cleaning industries' largest corporations.

## Mike Hatfield, Regional Manager

Mike has recently joined PBS and brings over 29 years of operations experience with him. Mike previously managed large custodial accounts including many the Dallas I.S.D. facilities. Mike managed over 3 million square feet of custodial operations that included over 300 cleaning staff members.

## COMPANY CERTIFICATIONS

PBS, Inc is certified as a minority business enterprise. Certificates are available upon request.

# NORTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (NCTRCA)

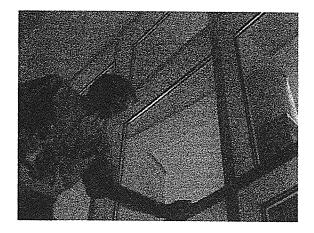








## TECHNICAL CAPABILITIES



PBS is a uniquely qualified, **full service** janitorial firm providing the highest quality commercial cleaning services available. We provide complete cleaning services during day, evening or nighttime hours — whatever is needed to comply with your needs. We service all sizes and types of commercial facilities, from 10,000 square foot office buildings to over 500,000 square foot Class "A", high-profile corporate head-quarters facilities. **Specialty and emergency services** teams are readily available.

For those clients utilizing our evening cleaning services, PBS also offers the option of Day Porters and Maids, Assistant Engineers, Utility Porters (e.g., Movers, General Laborers) and Specialty Porters during building operating hours. All PBS employees assigned to your building during regular daytime work hours will be able to communicate in English.

Our day shift employees are fully uniformed, wear photo ID's and can be equipped with pagers, two way radios or cellular telephones.

Because PBS provides a wide array of peripheral services in addition to our standard commercial cleaning program, Property Managers have the option of single sourcing many, if not all, building related services through PBS and its network of qualified subcontractors:

- Carpet care: spot cleaning, dry cleaning and power extraction
- Specialized marble and stone care restoration
- Window washing: interior and exterior
- Post-construction cleaning
- · Trash and debris removal
- Recycling services
- Parking Garage/Lot Cleaning
- Power Washing
- General Landscape Services
- 24-hour emergency response services



#### CITY OF ROUND ROCK

#### INVITATION FOR BID

#### JANITORIAL SERVICES

### **PARTI**

#### **GENERAL**

- 1. <u>PURPOSE</u>: The City of Round Rock, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to provide Janitorial Services for City facilities.
- 2. <u>DEFINITIONS</u>, <u>TERMS AND CONDITIONS</u>: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
  - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
  - 2.2. Respondent an individual or business enterprise that submits a response to a solicitation for goods, equipment, labor and/or services to the City.
  - 2.3. Contractor an individual or business enterprise under contractual obligation arising from an agreement or purchase order, which furnishes goods, equipment, labor and/or services to the City. Also known as Vendor or Awarded Vendor.
- 3. <u>INSURANCE</u>: The Respondent shall meet or exceed ALL insurance requirements set forth by the insurance requirements as identified on the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
- 4. <u>WORKER'S COMPENSATION INSURANCE</u>: The Contractor shall provide Workers' Compensation Insurance for all persons providing services for City facilities.
  - 4.1. A copy of the Respondent's declaration page showing that they carry Worker's Compensation Insurance shall be furnished with the Respondent's solicitation response.
  - **4.2.** A copy of the Contractor's Certificate of Workers' Compensation Insurance shall be submitted prior to approval of contract.
- 5. ATTACHMENTS: Attachments A through F are herein made a part of this solicitation:
  - 5.1. Attachment A: Respondent's Reference Sheet
  - 5.2. Attachment B: Bid / Price Sheet
  - 5.3. Attachment C: City of Round Rock Facilities Listing
  - 5.4. Attachment D: Cleaning Standards
  - 5.5. Attachment E: Cleaning Specifications
  - 5.6. Attachment F: Product Specifications

6. <u>CLARIFICATION</u>: For questions or clarifications of specifications, you may contact:

Deborah Knutson, CPPB Purchasing Department City of Round Rock Telephone: 512-218-5456 dknutson@roundrocktexas.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- REQUIREMENTS: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
  - 7.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
  - 7.2. Respondents shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
  - 7.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with foreign vendors, Respondent shall be located within the United States.
- 8. <u>SUBCONTRACTORS</u>: Subcontractors shall not be used for the services specified herein. The City seeks to do business directly with a Janitorial Services firm.
- 9. <u>REASSIGNMENTS</u>: The Contractor shall not assign, or sub-lease any part or the entire contract without the expressed written approval of the City. Any reassignment or sub-leasing of the contract without the expressed consent of the City shall nullify and void the agreement.
- 10. <u>BEST VALUE EVALUATION AND CRITERIA</u>: The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

**Similar Services Site Visit Request:** The City may request a site visit be performed for another of the Respondent's clients for the purpose of inspection and comparative evaluation.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 10.1. Purchase price;
- 10.2. Reputation of Respondent and of Respondent's goods and services;
- 10.3. Quality of the Respondent's goods and services;
- 10.4. The extent to which the goods and services meet the City's needs;
- 10.5. Respondent's past relationship with the City;
- 10.6. The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7. Any relevant criteria specifically listed in the solicitation.

#### 11. AGREEMENT TERM:

11.1. The term of the resulting agreement shall begin July 25, 2013.

- 11.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 11.3. The City reserves the right to review the Contractor's performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
- 11.4. If the Contractor fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Contractor of the deficiencies and the Contractor shall have thirty (30) days to correct such deficiencies. If the Contractor fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the Contractor written notice of termination and the reason for the termination.
- 11.5. If the agreement is terminated, for any reason, the Contractor shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
- 12. PRICE INCREASE OR DECREASE: A price increase or decrease to the agreement may be considered based on the following:
  - 12.1. The City may permit upward or downward price adjustments when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau Labor Statistics (BLS), Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index.
  - 12.2. PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE.

Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

City of Round Rock
Purchasing Department
ATTN: Contract Specialist
221 E. Main Street
Round Rock, Texas 78664-5299

Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

- 13. <u>AWARD</u>: The City reserves the right to enter into an agreement or a purchase order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
- 14. QUANTITIES: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods or services needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.

- PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 15.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late: or
  - **15.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 15.3. The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - **15.4.** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- 16. NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.
- 17. <a href="INTERLOCAL COOPERATIVE CONTRACTING">INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)</a>: Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

#### PART II

#### **SCHEDULE**

1. <u>SOLICITATION SCHEDULE</u>: It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released

March 16, 2013

1.2. Pre-Solicitation Meeting and Site Visit (Mandatory)

April 4, 2013

April 4, 2013 at 8:30 am City Hall – Council Chambers 221 E. Main Street Round Rock, TX 78664

1.3. Deadline to RSVP for Pre-Solicitation Meeting and Site Visit

March 28, 2013

1.4. Deadline for questions

April 9, 2013

1.5. City responses to all questions or addendums

April 11, 2013

1.6. Responses for solicitation due by 3:00 PM

**April 16, 2013** 

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <a href="http://www.roundrocktexas.gov/home/index.asp?page=463.">http://www.roundrocktexas.gov/home/index.asp?page=463.</a> Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

- 2. <u>SOLICITATION UPDATES</u>: Respondents shall be responsible for monitoring the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- 3. PRE-SOLICITATION MEETING, SITE VISIT AND INSPECTION: A pre-solicitation meeting, site visit and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the specified services. The site visit and inspection will immediately follow the pre-solicitation meeting. The pre-solicitation meeting will be conducted on:

April 4, 2013 at 8:30 am City Hall – Council Chambers 221 E. Main Street Round Rock, TX 78664

- 3.1. The City considers this pre-solicitation meeting mandatory. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend this pre-solicitation meeting. Respondents shall sign-in at the pre-solicitation meeting to document their attendance.
- 3.2. Due to the number of facilities to be inspected, transportation for the site inspection tour will be provided by the City. In order to provide adequate transportation a head count will be necessary. If RSVP is not received by March 28, 2013, seating availability for transportation cannot be guaranteed. Roll Call will be performed at each site inspected. If Respondent misses a Roll Call the Respondent's bid shall not be considered. Submit RSVPs to:

Deborah Knutson, CPPB
Purchasing Department
City of Round Rock
Telephone: 512-218-5456
dknutson@roundrocktexas.gov

- 3.3. A schedule for the site visit tour will be provided at the pre-solicitation meeting.
- 3.4. It is the responsibility of the Respondent to examine each facility and determine the required amount of time, labor, cleaning products, equipment and other solicitation related details during said inspections. It is encouraged to bring a copy of the entire solicitation including attachments to the pre-solicitation meeting and site visit tour.
- 3.5. Only one (1) pre-solicitation meeting and site visit tour will be performed, therefore, it is the responsibility of the Respondent to ensure that the necessary personnel are present at the pre-solicitation meeting and site visit tour to gather sufficient information.
- 4. <u>RESPONSE DUE DATE</u>: Signed and sealed responses are due no later than 3:00 PM, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock Purchasing Department 221 E. Main Street Round Rock, Texas 78664-5299

- 4.1. Responses received after this time and date shall not be considered.
- 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 4.3. Facsimile or electronically transmitted responses are not acceptable.
- 4.4. Late responses will be returned to Respondent unopened if return address is provided.
- 4.5. Responses cannot be altered or amended after opening.
- **4.6.** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- **4.7.** The City will not be bound by any oral statement or offer made contrary to the written specifications
- POST AWARD MEETING: The City and Respondent shall have a post award meeting to discuss, but not be limited to:
  - 5.1. City contact(s) information for implementation of agreement;
  - 5.2. Identification of specific milestones, goals and strategies to meet objectives.

#### **PART III**

#### **SPECIFICATIONS**

- 1. <u>HISTORY</u>: The City has approximately fourteen (14) facilities to be cleaned (SEE ATTACHMENT C City of Round Rock Facilities Listing).
  - **1.1.** The City's janitorial services are under the supervision of the City's authorized and designated representative herein after "Custodian Supervisor":

Pam Keltgen, Custodian Supervisor Phone #: 512-671-2890

- 2. <u>SCOPE OF SERVICES</u>: This is a 100% performance contract, requiring the Contractor to consider the Cleaning Standards, Cleaning Specifications and Product Specifications as the minimum requirements and standards of performance. The Contractor shall:
  - 2.1. Provide all equipment, supplies, labor and transportation;
  - 2.2. Be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered unacceptable to the City, the Contractor shall be required to increase his staff or take whatever measures are required to provide acceptable cleanliness;
  - 2.3. Take immediate action to remedy non-compliance issues in timeframe specified in contract;
  - 2.4. Ensure that all employees shall perform the services in a timely, professional and efficient manner.
- 3. <u>FACILITIES</u>: The City reserves the right to add or delete facility locations and/or additional services during the contract term. The Contractor shall provide the City with a cost for these additional facilities or services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted. The City reserves the right to increase or decrease the square

footage covered by the awarded contract and/or change the type of floor covering at any time. All dimensions and square footage are approximate. In the event a City locations should move to a new location, the contract shall transfer to that new location with the cost adjusted based upon the same price per square foot in effect at the time of the move. (SEE ATTACHMENT C – City of Round Rock Facilities Listing)

4. **SECURITY:** The City reserves the right to remove any employee from City property for violation of federal, state and local health, safety and environmental laws, ordinances, rules and regulation.

#### The Contractor shall:

- **4.1.** Conduct a background check for all personnel and provide said check to the Custodian Supervisor prior to assignment to any City facility;
- 4.2. Assign a Supervisor representing the Contractor to be on site at all times Monday through Sunday according to the Hours of Work Schedule. The City's Custodian Supervisor, upon approval shall provide site access to the Contractor and all required personnel;
- **4.3.** Require all employees be attired in, at a minimum, a uniform shirt and an identification badge with the Firm's name on both, provided by the Contractor. The badge and uniform must be worn at all times while on City property;
- **4.4.** Provide at least one employee per each site that must be able to read, speak and write proficiently in the English language;
- 4.5. Not allow any employees to bring any kind of intoxicants or illegal drugs onto City property;
- **4.6.** Not allow any employees to bring visitors, including wives, husbands or children in any City facility, unless they are employees of the Contractor;
- 4.7. Not allow any employees to use office equipment to include copy machines, fax machines, and telephones except in the case of an Emergency;
- **4.8.** Ensure that all City facilities remain secure during cleaning times. Contractor shall not allow employees to "prop open" outside doors at any time for any facility;
- **4.9.** Ensure that employees not allow access to any facility, persons other than the Contractor's employees assigned to that location;
- 4.10. Ensure that all City facilities (doors and windows locked) when leaving the facility.

#### The City Shall:

- **4.11.** Provide security badges for each site. If lost, Contractor shall report immediately to the Custodial Supervisor for replacement badge. Contractor shall pay the replacement costs.
- 4.12. Provide keys for each site. If lost, Contractor shall report immediately to the Custodial Supervisor for replacement keys. Contractor shall pay for the replacement of locks, and all sets of replacement keys.
- **4.13.** Provide a log in which Contractor's personnel, including all janitorial staff and supervisors, shall sign in upon arrival at each site, and again at conclusion of work, upon leaving site with signature and date.
- 5. <u>PERSONNEL REQUIREMENTS</u>: In order to maintain consistent standards of quality work performed across the city, the Contractor shall:
  - 5.1. Have a minimum of five (5) years' experience in commercial janitorial services.
  - **5.2.** Provide the City a designated contact name and telephone number. The use of a recording / answering device or answering service is only acceptable after normal business hours, which are between 7:00 am and 6:00 pm, Monday through Friday;

- **5.3.** Designate and identify a Job Manager, Site Supervisors, and a sufficient quantity of qualified trained personnel to perform services as requested in the specifications herein;
- 5.4. Designate at least one (1) person per site who is able to read, write and speak English;
- 5.5. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States:
- **5.6.** Assign to the City only courteous, neat, orderly and competent workers, skilled in the performance of the services which they shall perform under the Agreement;
- 5.7. Maintain personnel listing for all personnel. This listing shall be provided to the City's Custodian Supervisor prior to commencement of any work. All changes in personnel shall be provided immediately upon change to the Custodian Supervisor.
- 5.8. Job Manager Requirements: Contractor's Job Manager shall:
  - **5.8.1.** Be knowledgeable of all the specifications of the contract and shall be available to accompany Custodian Supervisor during monthly inspections if requested to evaluate the performance of all the Contractor's personnel;
  - **5.8.2.** Meet with the Custodian Supervisor as needed to discuss service changes and / or work related issues:
  - **5.8.3.** Promptly notify the Custodian Supervisor of needed repairs and / or damages to fixtures, building and appurtenances;
  - **5.8.4.** Ensure that all employees comply with the City's safety and security standards and requirements.
- 5.9. Site Supervisor Requirements: Contractor's Supervisors shall:
  - 5.9.1. Be on site during cleaning to supervise Janitorial Personnel;
  - 5.9.2. Be knowledgeable of all the specifications of the contract and shall inspect the performance of the Janitorial Personnel to assure compliance with the services listed herein;
  - **5.9.3.** Promptly notify the Custodian Supervisor or Job Manager of needed repairs and/or damages to fixtures, building and appurtenances;
  - **5.9.4.** Report to the Custodian Supervisor or Job Manager any infestation of insects or rodents;
  - **5.9.5.** Ensure that all employees comply with the City's safety and security standards and requirements.
- 5.10. Janitorial Personnel Requirements: Contractor's Janitorial Personnel shall:
  - 5.10.1. Comply with all the City's safety and security standards and requirements;
  - **5.10.2.** Promptly notify the Site Supervisor of needed repairs, damages to fixtures, buildings and appurtenances and any infestation of insects or rodents.
- 6. <u>JANITORIAL SCOPE OF SERVICES</u>: The following task frequencies are the minimums anticipated to give the intended results. The frequencies may be changed by mutual agreement of the Contractor and the City. (SEE ATTACHMENT E Cleaning Specifications)
- 7. <u>SCHEDULE OF SERVICES</u>: All work shall be scheduled at the convenience of the City as not to interfere with the City's conduct of business. The City reserves the right to approve and make suggested changes to the scheduled set up by the Contractor. The Contractor shall:
  - 7.1. Provide janitorial services according to the following schedules;

Monday - Saturday	Between 9:00 pm - 7:00 am	5 days/week
Monday - Saturday	Between 9:00 pm - 7:00 am	5 days/week
Sunday - Saturday	Between 9:00 pm - 7:00 am	7 days/week
Monday - Saturday	Between 6:00 pm - 7:00 am	5 days/week
Monday - Friday	Between 5:00 pm - 7:00 am	5 days/week
Sunday - Saturday	Between 10:30 pm - 5:00 am	7 days/week
Monday - Friday	Between 6:00 pm - 11:30 pm	5 days/week
Monday - Friday	Between 6:00 pm - 11:30 pm	5 days/week
Monday – Friday	Between 4:00 pm - 5:30 pm	5 days/week
Monday - Friday	Between 3:00 pm - 5:30 pm	3 days/week
Monday - Friday	Between 3:00 pm - 5:30 pm	2 days/week
Monday - Friday	Between 3:00 pm - 5:30 pm	5 days/week
Monday – Friday	Between 9:00 pm - 11:30 pm	7 days/week
Monday and Friday	Between 8:00 pm - 2:00 am	2 days/week
	Monday – Saturday Sunday – Saturday Monday – Saturday Monday – Friday Sunday – Saturday Monday – Friday	Monday – Saturday  Sunday – Saturday  Between 9:00 pm - 7:00 am  Between 9:00 pm - 7:00 am  Between 6:00 pm - 7:00 am  Between 5:00 pm - 7:00 am  Between 5:00 pm - 7:00 am  Between 5:00 pm - 7:00 am  Between 10:30 pm - 5:00 am  Monday – Friday  Between 6:00 pm - 11:30 pm  Monday – Friday  Between 6:00 pm - 11:30 pm  Between 4:00 pm - 5:30 pm  Monday – Friday  Between 3:00 pm - 5:30 pm  Monday – Friday  Between 3:00 pm - 5:30 pm  Monday – Friday  Between 3:00 pm - 5:30 pm  Between 3:00 pm - 5:30 pm

- 7.2. Make arrangements to ensure that cleaning is performed on a Holiday if it is a normal cleaning day. City Holidays include: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve and Christmas Day;
- 7.3. Submit a complete work schedule, including daily, weekly and quarterly schedules for each facility within fifteen (15) calendar days after award to:

**Facilities Maintenance** 

Attn: Pam Keltgen, Custodian Supervisor

212 Commerce Boulevard Round Rock, Texas 78664

- 8. <u>CLEANING STANDARDS</u>: All facilities shall be cleaned according to the International Sanitary Supply Association's (ISSA) standards. The cleaning standards (SEE ATTACHMENT D Cleaning Standards) are the minimums anticipated to give the intended results. The cleaning standards may be changed by mutual agreement of the Contractor and the City.
- 9. QUALITY CONTROL: The City shall be sole judge of the quality and required frequency of services. The Contractor shall be available, or assign availability to the Job Manager to perform monthly performance inspections, upon request, with the Custodian Supervisor.
- 10. <u>UNSATISFACTORY CLEANING PERFORMANCE</u>: Upon notice of unsatisfactory cleaning performance, the Contractor shall have twenty four (24) hours from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance. If the Contractor has not initiated corrective action, the City has the right to immediately complete the work to its satisfaction, through the use of City employees at a rate equal to the employee's hourly rate plus twenty percent (20%) for City administrative costs and shall deduct that amount from any balance due or which may become due to the Contractor.
- 11. **SUPPLIES**: Contractor shall:
  - 11.1. Furnish any and all cleaners, disinfectants, waxes, wax stripping materials and any other products required to provide the cleaning services specified herein;
    - 11.1.1. All chemicals shall be properly labeled with MSDS labels;

- 11.1.2. The City will provide hand towels, toilet tissue, wastebasket liners, disposable bags for sanitary disposal, hand soaps, hand cleanser/conditioner, urinal screens, air fresheners and lights. The Contractor shall fill the dispensers.
- 11.2. Adhere to the City's Product Specifications. It is not the city's intent to require a specific brand of product; however, the city reserves the right to require the Contractor to use cleaning materials conforming to the specifications listed if the Contractor's cleaning products do not, in the City's opinion, provide effective sanitation and/or cleanliness of the facilities (SEE ATTACHMENT F Product Specifications);
- **11.3.** Furnish all brooms, mops, buckets, cleaning clothes and any other supplies required to provide the cleaning services.
- 12. <u>CLEANING EQUIPMENT</u>: The Contractor shall supply all equipment including buffers, scrubbers, vacuums and any other equipment required to perform janitorial services. The contractor shall:
  - Provide equipment that is clean and in good operating condition at all times during the performance of work;
  - **12.2.** Assure that all equipment and tools have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces;
  - 12.3. Assure that all equipment meet applicable safety requirements.
- 13. <u>SUPPLIES / EQUIPMENT STORAGE SPACE</u>: The Contractor shall store all required supplies, materials, and equipment in storage areas and custodial closets designated by the City. These areas must remain clean and maintained to the approval of the Custodian Supervisor and to comply with applicable safety and fire regulations.
  - 13.1. It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing supplies and equipment. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the Custodian Supervisor and make necessary arrangements for security and storage space.
- 14. <u>SAFETY</u>: The Contractor and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA) state and city safety and occupational health standards and any other applicable federal, state, and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the services. In cases of conflict, the most stringent safety requirement shall govern. The Contractor shall:
  - 14.1. Be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under the awarded contract;
  - 14.2. 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;
  - 14.3. Maintain on each site a MSDS Notebook containing current Material Safety Data Sheets (MSDS) for all chemicals being used on each site, whether or not they are defined as a Hazardous Material or not. The notebook shall be kept in the Contractor's on-site supply closet / storage area. The notebook must be kept up-to-date as materials are brought onto and removed from each site. MSDS sheets shall be multilingual, to sufficiently accommodate non-English speaking employees, assigned by the Contractor;
  - 14.4. Provide to the Custodian Supervisor prior to commencement of work a complete copy of the MSDS notebook and provide updates as required;
  - **14.5.** Properly store all hazardous and non-hazardous materials. Chemicals shall be clearly labeled according to OSHA requirements.

- 15. <u>DAMAGES</u>: Contractor shall be responsible for damage to the City's equipment and or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- 16. <u>BID PRICING</u>: Respondents shall provide firm, fixed pricing based on cost per square foot per month for each of the buildings as provided on the Bid/Price Sheet. (See ATTACHMENT B) Prices quoted must reflect the full scope of work to be performed as defined in this solicitation, inclusive of all associated costs in furnishing the services (e.g. labor, insurance, travel, taxes, overhead, etc.). The City will have no responsibility for any charges or fees that are not specifically set forth on the Bid/Price Sheet.

#### PART IV

#### RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and four (4) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

- Attachment A: Reference sheet shall include the name, address, active telephone number and valid e-mail address of at least three (3) Municipal and/or Government agencies or firms of comparable size and scope that have utilized similar services within the past two (2) years.
- 2. Attachment B: Responses shall be submitted on itemized, signed Solicitation Bid / Price sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other that the City's Solicitation Document may result in disqualification of the response. In the event of errors in extension pricing, unit prices shall govern.
- A copy of the Respondent's declaration page showing that they carry Workers' Compensation Insurance shall be furnished with the Respondent's solicitation response.
- 4. Similar Services Site Visit Request: The City may request a site visit to one of the Respondent's current clients for the purpose of inspection and comparative evaluation.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

- A copy of the Contractor's Certificate of Workers' Compensation Insurance shall be submitted prior to approval of contract.
- Proof of citizenship or right to work in the United States and background checks shall be provided for all employees assigned to work in and on any City property prior to commencement of work to the Custodian Supervisor.

#### PART V

#### **CONFIDENTIALITY OF CONTENT**

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

# ATTACHMENT A RESPONDENT'S REFERENCE SHEET

## PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

RESPONDENT'S NAME: Pruit Bldg Services, Inc. DATE: APRIL 15, 2013

Provide the name, address, **E-mail address**, telephone number and point of contact of at least three (3) Municipal and/or Government agencies or firms of comparable size and scope that have utilized similar service within the past two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation.

1.	Company's Name	ALCON LABS
••	Company's Name	
	Name of Contact	KEVIN DEWOLF
	Title of Contact	FACILITIES DIRECTOR
	E-Mail Address	KEVIN, dewolf DALCONLABS. COM
	Present Address	6201 SOUTH FREEWAY
	City, State, Zip Code	FORT WORTH, TEXAS 76134
	Telephone Number	(817) SS1 - 4S87 Fax Number: ( )
2.	Company's Name	CITY OF CEDAR PARK
	Name of Contact	CINDY HALLETT, CPM
	Title of Contact	Purchasing Manager
	E-Mail Address	cindy. hallett & codarparktexas. gov
	Present Address	450 Cypress Creek, Bldg 1
	City, State, Zip Code	CEDAR PARK TEXAS 78613
	Telephone Number	(512) 401-5162 Fax Number: (512) 336-4859
3.	Company's Name	ARLINGTON BAPTIST College
	Name of Contact	GERALD SMITH
	Title of Contact	VP of Business Admin.
	E-Mail Address	g smith (a) arkington baptist college. edu
	Present Address	3001 W. DIVISION
	City, State, Zip Code	Arlington, TEXAS 76012
	Telephone Number	(817) 614-5545 Fax Number: (817) 274-1138

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.



## **PURCHASING DEPARTMENT** 221 E. Main Street • Round Rock, Texas 78664-5299

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	,	Solicitation	n Number:	#13-036	$ lap{}$			Tax ID Number:	75-2884143
NO N		Solicitation Name:		Janitorial Services		RESPONDENT INFORMATION		Business Name:	PRUIT Bldg Services, Inc.
MATIC				Address:	3430 ALEMEDA #117				
OR S		Opening T	Time: On or Before 3:00 PM CST			RM	Address:	FORT WORTH, TX 76126	
E				City of Round Rock City Hall		NFO		Contact:	KURT SMITH
OIT		Opening L	ocation:			ENT	- I	Telephone:	817 235-3008
CITA	Opening Date: April 16, 2013 Opening Time: On or Before 3:00 PM CST Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664			ONO		Entity Type:	WOMEN-OWNED BUS.		
SOL				RESP	(ESP	E-mail:	Ksmithpbs @yahoo.co.		
<b>  L</b>						Website:	pruitt building services.co		
HOW DID YOU HEAR ABOUT THIS SOLICITATION?  Newspaper City's Website E-mail Announcement ESBD Other							D Other		
IS THIS THE FIRST IS YOUR BUSINESS REGISTERED WITH VENDOR CENTRAL?  IS YOUR BUSINESS REGISTERED WITH VENDOR CENTRAL?  Yes No Register at: roundrocktexas.gov/VendorCentral							er at: roundrocktexas.gov/VendorCentral		

## Part 1: Pricing and Man-Hours:

- Provide the Monthly price per square foot for each of the following facilities:
- List the number of man-hours per day and night your bid includes to efficiently and effectively comply with these specifications for each of the following facilities:

ITEM#	Facility	Description	Man-Hours	Monthly price per square foot
1	City Hall	24,000 Square Feet, Located at 221 East Main Street, 78664	9.5	. 0938
2	Business Center	18,500 Square Feet, Located at 231 East Main Street, 78664	7.5	. 0943
3	Library	<b>42,000 Square Feet,</b> Located at 216 East Main Street, 78664	16	. 12
4	Public Works – Buildings A&B	13,322 Square Feet, Located at 2008 Enterprise Drive, 78664	5	. 0995
5	PARD City Yard	1,790 Square Feet, Located at 300 South Burnet, Building C, 78664	• 75	. 1061
6	Clay Madsen Rec. Center	38,000 Square Feet, Located at 1600 Gattis School Road, 78664	14	.1230

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ITEM#	Facility	Description	Man-Hours	Monthly price per square foot
7	McConico Building	26,382 Square Feet, Located at 301 West Bagdad Avenue, 78664	10.5	.0917
8	Streets / Waterline Maintenance	5,100 Square Feet, Located at 910 Luther Peterson Place, 78665	2.5	. 1069
9	Utility Support	900 Square Feet, Located at 5494 North IH-35, 78681	•5	. 1389
10	Water Treatment Plant – Phase 3	14,876 Square Feet, Located at 5494 North IH-35, 78681	6	.0662
11	Water Treatment Plant – Phase 5	14,876 Square Feet, Located at 5494 North IH-35, 78681	6	. 0467
12	Meter Reader at WTP	500 Square Feet, Located at 5494 North IH-35, 78681	•25	. 25
13	Allen R. Baca Center	28,435 Square Feet, Located at 301 West Bagdad Avenue, Building 2, 78664	12	•1310
14	Kinningham Park House	1,500 Square Feet,		.0833

## Part 2: Additional Information

CONTACT INFORMATION: Indicate a contact person and telephone number for normal working hours / service calls

Designated Contact Person:	KURT	THIMC	 Phone#	817	235-	3008	
			<del>"</del>				

Note: Contractor shall not sublet any work out to a third party. Contractor shall provide background checks and proof of right work in the United States for all employees designated to the City prior to commencement of work.

By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.

Further, by signing and submitting this response the Respondent acknowledges:

That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part 1, #14 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Response shall include one (1) signed original and four (4) copies of response

Failure to sign response will disqualify response.

<u>4-/5-/3</u> Date

## City of Round Rock Buildings Custodial Disclosure

SQUARE FOOTAGE HRLY PRODUCTION RATE 230,181 2502

# OF EMP	Building	HRS	TOTAL NIGHT CLEANING	FLOOR WORK	Square Footage	Sq Foot Rate	AMOUNT
2	City Hall	9.50	\$2,150.00	\$100.00	24,000	\$0.0938	\$2,250.00
2	Business Ctr	7.50	\$1,695.00	\$50.00	18,500	\$0.0943	\$1,745.00
3	Library	16.00	\$5,050.00	\$0.00	42,000	\$0.1202	\$5,050.00
2	Public Works	5.00	\$1,125.00	\$200.00	13,322	\$0.0995	\$1,325.00
1	PARD	0.75	\$190.00	\$0.00	1,790	\$0.1061	\$190.00
3	CM Rec Ctr	14.00	\$4,575.00	\$100.00	38,000	\$0.1230	\$4,675.00
2	McConico	10.50	\$2,370.00	\$50.00	26,382	\$0.0917	\$2,420.00
2	Streets/Waterlne	2.50	\$495.00	\$50.00	5,100	\$0.1069	\$545.00
1	Utility Support	0.50	\$125.00	\$0.00	900	\$0.1389	\$125.00
2	Water Plant #3	6.00	\$885.00	\$100.00	14,876	\$0.0662	\$985.00
2	Water Plant #5	6.00	\$595.00	\$100.00	14,876	\$0.0467	\$695.00
1	Meter Reader	0.25	\$125.00	\$0.00	500	\$0.2500	\$125.00
3	Baca Ctr	12.00	\$3,475.00	\$250.00	28,435	\$0.1310	\$3,725.00
$\bigcap$	Kiningham	1.50	\$125.00	\$0.00	1,500	\$0.0833	\$125.00
<b>-27</b>		92.00	\$22,980.00	\$1,000.00	230,181	\$0.1042	

23,980.00
THE ST. WHERE ALL THE STREET BY DR. TOWNS
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## **ATTACHMENT C - City of Round Rock Facilities Listing**

13-036: Janitorial Services

Line #	Building	Address	Square Feet
1	City Hall / Business Center Complex	221 East Main Street, 78664	24,000
2	<b>Business Center</b>	231 East Main Street, 78664	18,500
3	Library	216 East Main Street, 78664	42,000
4	Public Works - Buildings A&B	2008 Enterprise Drive, 78664	13,322
5	PARD City Yard	300 South Burnet, Bldg C, 78664	1,790
6	Clay Madsen Rec. Center	1600 Gattis School Road, 78664	38,000
7	McConico Building	301 West Bagdad Avenue, 78664	26,382
8	Streets / Waterline Maint	910 Luther Peterson Place, 78665	5,100
9	Utility Support	5494 North IH-35, 78681	900
10	Water Treatment Plant - Phase 3	5494 North IH-35, 78681	14,876
11	Water Treatment Plant - Phase 5	5494 North IH-35, 78681	14,876
12	Meter Reader @ WTP	5494 North IH-35, 78681	500
13	Allen R. Baca Center	301 West Bagdad Avenue, Building 2, 7866	28,435
14	Kinningham Park House	1000 South Creek Drive, 78664	1,500

#### ATTACHMENT D: CLEANING STANDARDS

- Dusting: A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting shall be accomplished with properly treated cloths.
- 2. Plumbing Fixture and Dispenser Cleaning: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
- 3. Sweeping / Vacuuming: A properly swept / vacuumed floor is free of all stains, deposits, and is substantially free of cleaning marks.
- Spot Cleaning: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
- Damp Mopping: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water. Clean water must be used in all areas.
- **6. Metal Cleaning:** All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- 7. Glass Cleaning: Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
- 8. Floor Finish Removal (Stripping): Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solutions and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up shall follow finish removal operation immediately.
- 9. Finish Floor (Application): A floor is satisfactorily finished when all old wax / polish has been completely removed, including in corners and along edges and sufficient coats of sealer and wax / polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling or yellowing and is not splashed on wall or furniture.
- 10. Scrubbing: Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and floor has a uniformly clean appearance. A plain water rinse shall follow the scrubbing process immediately.
- 11. Wall Washing: After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment shall have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces shall not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces shall be bright, free of film streaks and deposits.
- 12. Buffing of Finished Floor Surfaces: All finished floor areas shall be spray buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and City approved spray-buff products shall be used.
- 13. Spot Cleaning Carpets: A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care shall be taken to use a product that shall not harm or discolor the carpet fibers.

#### ATTACHMENT E: CLEANING SPECIFICATIONS

Services to be completed at <u>all City locations</u> unless designated otherwise in scope of individual locations.

Maximum care shall be taken by the Contractor on a daily basis to maintain the highest quality appearance of hard surface floors and hard surface walls. Wax shall not be used on Ceramic floors.

#### Daily Requirements: Each day the following shall be done:

- Spot clean all interior glass frames, glass panels, side glass panels and entry doors including door exterior and glass immediately touching door.
- Empty and spot clean all trash receptacles, and replace liners as required. Includes recycling containers. Remove all trash and refuse to designated areas.
- Clean and polish all bright work / metal trim removing fingerprints, smudges, water and other marks
- Sweep/dry-mop non-carpeted floors, including stairs and landings. Damp mop floors and stairs
  with clean water and solutions required by manufacturer's standards. Remove all foreign
  substances such as gum or tar.
- Spot clean all hard surface walls to hand height of fingerprints, dust, soil, gum, etc., utilizing clean water or solutions required by manufacturer's standards.
- Detail; clean/polish all threshold plates and elevator tracks removing soil.
- Clean, disinfect, and polish drinking fountains, removing all water residue from top, mouthpiece and sides. Spot clean adjacent walls and floor due to water splash.
- Spot clean light switches. Remove fingerprints from switches and adjacent wall.
- Vacuum entire carpeted area (wall to wall), including elevators, beyond normal traffic lanes
  including under and around all furniture. Care shall be taken not to bang walls when moving
  furniture. Spot clean all carpets. Remove stains, deposits, gum and spills.
- · Wipe clean all tables, counters, and shelves.
- Clean floor, walls and doors of elevator in Parking Garage.

#### Weekly: Once per week, the following shall be done:

- Corners and edges of floor shall be swept or vacuumed to remove all dirt and dust.
- Thoroughly dust all chair and table legs and baseboards.
- Buff/polish non-carpeted floors as required by manufacturer's standards to retain a uniform bright appearance. Attention shall be paid to edges, corners, and behind doors. At all times, the Contractor shall utilize non-slip floor finishes.
- Wipe clean all baseboards upon completion of once weekly floor treatment.
- Thoroughly dust with treated cloth window frames and sills.
- Dust high and low fixtures.
- Ensure all walls, ceilings, fixtures, and corners are free of cobwebs.
- Clean custodian closet/storage areas to include washing sink, dust mop and wet floor, restocking supplies and equipment.
- Floor mats remove gum and spots, wash with mild detergent/soap, rinse, and let dry before placing back on floor.
- Fabric chairs and couches remove gum and spot clean.
- Clean stairwell steps. Apply non-slip cleaner to restore new-look finish.

#### Monthly: Once per month, the following shall be done:

- Thoroughly vacuum all upholstered furniture.
- Thoroughly clean all wall, ceiling and floor vents, return vents and ceiling diffusers.
- Spot clean baseboards, removing heel marks and soil.
- Remove smudges from walls.
- Thoroughly clean interior windows and blinds. Spot wash as needed.

- Damp wipe telephones using disinfectant.
- Machine strip and apply wax to vinyl flooring, including elevator floors, so as to present the best possible appearance at all times.
- Dust bookshelves in library.
- Machine scrub all ceramic tile restroom and break room floors and disinfect. (No wax)
- Machine scrub ceramic tile floors in hallways. (No wax)

#### Quarterly - Work to be done within the 1st, 4th, 7th and 10th months of the contract.

- Strip non-ceramic hard surface floors and refinish with two (2) coats of sealer and three (3) coats
  of floor wax/polish with products per this specification. All old "wax" build-up; especially in
  corners and along baseboards shall be removed.
- Thoroughly clean all light fixtures and lenses.
- Thoroughly clean all windows and blinds.

#### **BREAKROOMS**:

Daily: In addition to the daily tasks for all other City facilities; each day, the following shall be done:

- Wipe clean and sanitize all counter tops, tables, chairs, vending machines, and paper towel dispensers.
- Wipe clean and sanitize EXTERIORS of all refrigerators, cabinets, coffee makers, microwave ovens and trash receptacles.
- Clean, polish and sanitize all surfaces of sinks with germicidal detergent, wiping excess liquid off faucet and adjacent walls. Polish all.
- Sweep between and around vending machines, refrigerators, cabinets, etc.
- Sweep and damp-mop with germicidal detergent all non-carpeted floors.
- Spot clean walls and carpets removing stains, deposits, gum and spills.

Weekly, Monthly and Quarterly: Perform the same tasks as other City facilities.

#### **RESTROOMS:**

Daily: In addition to the daily tasks for all other City facilities; each day, the following shall be done:

Maximum care shall be taken to remove and prevent staining to floor surface and grout.

- Sweep and damp-mop restroom floors with germicidal detergent and clean water, including baseboard.
- Clean all surfaces of basins, bowls, toilet seats, and urinals with germicidal detergent, wiping excess liquid off adjacent walls, fixtures and partitions.
- Clean empty restroom dispensers and refill with supplies, making sure that there is no soap
  residue at spout of dispenser. Remove wrapper from toilet paper. Contractor shall not leave
  extra rolls of toilet paper or paper towels in restrooms.
- Wash and polish mirror, basin shelves/counters, bright work, soap dispensers, piping and push
  plates on doors, making sure there is no residue build-up anywhere on bright work.
- Dust ledges and doors. Spot clean light switches, doors and walls.
- Spot clean restroom wall ceramic tile, removing streaks, smudges and graffiti.
- Waste receptacles are to be emptied and spot cleaned; liners, provided by the City, are to be replaced. Trash is to be removed to a pre-designated area.
- Showers are to be completely cleaned with germicidal detergent and free of soapy water residue build-up.
- Fill floor drains with water and pour a capful of enzyme bacteria product daily in drains.
- Wash all restroom partitions on both sides, including doors, hinges, and partition seams.

Weekly, Monthly and Quarterly: Perform the same tasks as other City facilities.

#### ATTACHMENT F: PRODUCT SPECIFICATIONS

ALL chemicals must have MSDS labels including spray bottles; each chemical must also be listed in the MSDS log book in each closet where supplies and equipment are stored.

Water Emulsion Metal-Lind Polymer Floor Finish: This specification covers a self-polishing, slip resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed and finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo and cement surfaces. The product is to be used without dilution except as may be recommended by the manufacturer. Acid sensitive emulsions are excluded. Product shall not contain oil or be oil-based in nature.

- The finish shall consist of all synthetic components. It shall contain no natural waxes.
- The finish shall contain a minimum of fifteen percent (15%) non-volatile material.
- The finish shall consist of poly-acrylic and polyethylene components. Polymers shall be metallinked to provide excellent detergent resistance.
- The product shall be safe for use on all kinds of floors, including asphalt, vinyl, linoleum, terrazzo, marble, sealed wood, cork, rubber and other composition tile surfaces.
- The product shall product a colorless, rough, non-slip, water resistant coating having a high gloss.
- The finish shall be re-coatable within fifteen (15) minutes, or as recommended by manufacturer, after prior coat has dried. Second coat shall not whiten or lift the first coat – it shall product enhanced gloss.
- The product shall resist scuffing, powdering and scratching under traffic to a satisfactory degree and shall respond to buffing.
- The finish shall level well on application without streaking or puddling.
- The finish shall resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss. However, it shall be easily removable by common stripping methods.
- The product shall not be acid sensitive and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices.
- The finish shall be non-yellowing on the floor and shall be milk white in the original container, rather than yellow.
- The finish shall bear the UL seal of approval for slip resistance on the label.
- The finish shall be film forming at usual temperatures and shall produce no powdering and no hazing.
- The finish shall be waterproof within twelve (12) hours after application. Product shall have goodto-excellent water resistance.
- The finish shall be free from objectionable odor and shall not develop an offensive odor upon storage in the original unopened container.

Water Emulsion Type Floor Wax or Finisher Remover (Stripper): This specification covers commercial wax remover for use in stripping water-emulsion floor wax or finish (including the metal-link polymers) from vinyl, rubber, asphalt and other composition floor surfaces. This remover can also be used as a heavy duty cleaner for ceramic and conductive floors. The compound shall be a liquid of one grade only. Product shall not contain oil or be oil-based in nature:

 The compound shall be homogeneous, highly concentrated free-flowing liquid, and so formulated that it may be diluted with clear water. It shall be composed of synthetic detergents, alkaline

- builders and sequestering agents. It shall not cause skin irritations when used in accordance with directions.
- The compound shall be free rinsing and free from odor, which might be objectionable under conditions of use.
- The compound shall not contain any fatty acid soaps.
- The compound shall be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping container at room temperature.
- The non-volatile content shall not be less than 6.5% at 105 degrees C.
- The pH value of a 1.0% by weight solutions shall be between 2.6 and 12.0.
- The compound shall be completely mixed with tap water in all proportions.

Quaternary Ammonium Chloride Detergent/Disinfectant: This specification covers one type of synthetic detergent and germicide liquid cleaner designed for general cleaning, sanitizing and deodorizing in one operation.

- The cleaner disinfectant shall be a balanced blend of synthetic organic detergents, inorganic alkaline builders, water softening agents and synthetic quaternary ammonium germicide. Color shall be optional.
- The cleaner disinfectant shall not contain any soap, mercury compounds, chlorine, peroxide or formaldehyde, or materials that release such compounds when diluted according to directions.
   The product shall be safe to use in food preparation areas, 100% biodegradable.
- Anti-microbial requirements: The disinfectant shall have a phenol coefficient of about 10.0 against
  S. Typhosa and Staphylococcus Aureus by the A.O.A.C. confirmation test at one to sixty-four
  (1:64) dilution. The disinfectant shall kill Pseudomonas Acruginosa at one to sixty-four (1:64)
  dilutions and shall be effective against both Gram positive and Gram-negative organisms.
- Odor: A one to sixty-four (1:64) dilutions of the cleaner disinfectant in distilled water shall be odorless and shall not develop and unpleasant odor on surfaces cleaned.
- Quaternary ammonium content shall be 3.8% active, minimum.
- Non-volatile content at 150 degrees C shall be 12.0% minimum.
- Hard Water Tolerance: Effective within thirty (30) seconds in waters up to and including 750 p.p.m. of hardness.
- Cleaning Efficiency: A one to sixty-four (1:64) dilutions of the cleaner shall exhibit a cleaning
  efficiency of not less than eighty percent (80%) when tested as described in Paragraph 4.4.6 of
  Federal Specification PC-431a. In solutions, the cleaner shall provide adequate, but not
  excessive, suds.
- Approval: The product shall be approved by the USDA, Be EPA registered for use in Federally Inspected Meat Packing and Poultry Processing establishments. The disinfectant shall be acceptable for medical and non-medical uses.

**Lotion Cleanser:** This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use. Product shall not contain oil or be oil-based in nature.

- The cleanser shall be made from high quality soap, abrasive and disinfectant agents, uniformly mixed. Small amounts of other ingredients may be added to improve the quality of the cleanser.
- The cleanser shall be a white or an attractive, pleasing color, scented or unscented, and of uniform composition.
- Rinse ability: Complete.
- The moisture content shall not exceed fifty-five percent (55%).

- Anhydrous synthetic detergent content five-percent (5%) minimum to ten-percent (10%)
- maximum
- Abrasive content shall not be less than thirty percent (30%).
- PH value of this liquid shall be between seven (7) and ten (10).
- Product shall not separate when stored at fifty (50) degrees C for seven days.

Non-Acid Type Bowl Cleaner: This specification covers a non-acid-type bowl cleaner for de-scaling and disinfecting toilet bowls and urinals. Cleaner shall be a thick liquid formula that shall cling to bowl and urinal surfaces it cleans.

- Compound shall contain no hydrochloric acid.
- The compound shall be a stable liquid and not lose effectiveness or otherwise deteriorate when stored in a closed container at room temperature.
- Compound shall be safe on porcelain and chrome, one-hundred-percent (100%) biodegradable, non-flammable.
- Compound shall remove rust, water minerals, lime, soap scum, body oils, grease, with excellent hard water tolerance.
- Compound shall be free of harmful alkaline or abrasives.
- Liquid product shall be packaged in thirty-two ounce (32 oz.) container with flip-open cap.
- Use of two ounces (2 oz.) shall be sufficient to remove soil, rust, lime scale and uric incrustation as well as disinfect and deodorize under normal conditions.
- Product shall not be detrimental to china and glass surfaces at full strength. Product shall not be
  detrimental to glazed and ceramic tile, carpeting. Product shall not interfere with the digestive
  operation in septic tank systems. Product shall be non-fuming. Product shall have minimum
  viscosity of 200 cps.

Glass Cleaner: Non-aerosol liquid glass cleaner covered by this specification is intended primarily for use on windows, mirrors and other glass surfaces. Product shall not contain oil or be oil-based in nature.

- The compound shall be a blend of synthetic organic detergents, alcohol, solvents and germicidal components; it shall not contain any perfume, ammonia or inorganic alkalis.
- Cleaning efficiency when the compound is properly applied to glass surfaces and polished, it shall leave the surface free from dust, grime, and ordinary soil material.
- Flash point: The flash point of the liquid shall be not less than 105 degrees F.
- PH value: The pH value of the liquid shall be not less than 11.0 or more than 11.5 at 25 degrees
- Glass cleaner must be safe for use on tinted windows.

Concentrated Synthetic Cleaner: This specification covers one grade of a liquid concentrated compound suitable for wet cleaning for both painted and unpainted surfaces where hard or soft water prevails. It shall be an effective cleaning agent for use on wood, rubber, asphalt tile, terrazzo marble or concrete floors. Product shall not contain oil or be oil-based in nature.

 Compound shall be composed of low suds cleaner to be used on floors, floor finishes, and have a mild odor.

- The ingredients shall be assembled to form a homogeneous liquid with no more than a trace of suspended matter. It shall be biodegradable.
- The compound shall be non-caustic and contain no soap, inorganic materials.
- The compound shall be completely multiple-water soluble in distilled water at room temperature.
- Compound shall contain no free alkali or ammonia.
- Compound shall contain no free oil, abrasives or other harmful ingredients and shall not be irritating to the skin.
- Compound shall be non-flammable. The compound shall be stable and not let its original
  effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping
  container at room temperature.
- PH of the compound shall be 6.0 8.0 PHS at one-percent (1%) concentration.
- Emulsification of grease, oil and dirt very good.
- Free rinsing: Excellent.
- Foaming: Moderate with excellent stability in the presence of grease and oil.
- Use dilution for normal finished floor mopping about sixty to one (60:1).

**Stainless Steel Cleaner/Polisher:** This specification covers a product, which is designated to clean and protect metal surfaces. Product shall not contain oil or be oil-based in nature.

- Solution shall be a blend of solvents and polishing agents, which shall remove grease, fingerprints and light soil.
- It shall provide protective water resistance; prevent rusting, corrosion and discoloration.
- It shall contain no harsh abrasives.
- It shall be non-aerosol and safe to use on drinking fountains and eyewashes.

**Furniture Polish:** This specification covers a non-aerosol agent designed to clean and polish wood and wood product surfaces.

- It shall be a blend of silicone, oils, waxes and cleaning agents.
- It shall remove dust, smudges, fingerprints and stains. It shall protect surfaces and does not smear.
- It shall have a pleasant odor and be water based with no harmful solvents.
- It shall be safe on all-wood surfaces, leather, vinyl and counter/table tops.
- Solution shall not leave a film and not attract dirt particles.

**Graffiti Remover:** This specification covers a product designed to remove ink, pencil, crayon, lipstick, adhesives, grease and other agents on painted and unpainted surfaces such as walls, wood surfaces, floor, Formica and fiberglass.

- Solution shall not harm or remove finishes from surface.
- It shall be non-aerosol.
- It shall be non-flammable.

**All-Purpose Cleaner:** This specification covers one grade of a liquid cleaning compound suitable for cleaning all types of surfaces.

- Solution shall be a concentrated water-soluble ingredient with pH factor of 11.0 to 12.5.
- Solution shall be biodegradable.
- Solution shall be applied and wiped off with no rinsing required.
- Solution shall remove all common soils from most surfaces.
- It shall not streak or leave a film. Product shall not contain oil or be oil-based in nature.
- Solution shall contain no phosphates, ammonia or other abrasive materials.
- Solution shall be pleasant smelling.

**Enzyme Bacteria Products:** This specification covers a non-aerosol enzyme digesting agent that dissolves odors in floor drains.

- Solution shall have a pleasant odor.
- Solution shall work to neutralize odors with use of high activity enzymes and bacterial cultures.
- Solution shall be non-acid and non-corrosive and shall not harm plumbing.
- Solution shall be used to neutralize odors under and around toilets, sinks and urinals.
- Solution shall continue to neutralize odors even after product has dried on surface.
- Solution shall have active bacterial count of at least 37 billion per gallon.
- PH range shall be 7.0 to 8.5
- Solution shall have no flash point.

**Degreaser:** This product covers a non-butyl cleaner and degreaser designed to remove a wide variety of grease and soil on any surface not harmed by water.

- Solution shall be water based, biodegradable product containing rust inhibitors.
- Solution shall remove soap scum and body oils in showers and washroom surfaces.
- Solution shall be non-flammable, free rinsing and non-filming and contain no fumes.
- Dilution rate shall be sixteen to one (16:1) for general cleaning, one to eight (1:8) for heavy duty cleaning.
- Solution may be used with pressure washers and foam guns.
- Solution shall be USDA approved.
- PH value shall not exceed 12.0.
- Solution shall be suitable for use on floors and walls in soft or hard water.
- Composition shall consist of a blend of synthetic detergents, solvents and alkalis.

Hard-Water Deposit Remover: This product concerns an extra strength cleaner designed to remove hard water scale and discoloration.

- Solution shall be designed to cling to surfaces.
- It shall be safe to use on chrome, ceramic tile, and porcelain surfaces.
- Solution shall be biodegradable and contain no hydrochloric acid.
- It shall be pleasant scented.

Spot Remover: This product is designated to remove stains and spots from most types of carpets.

- Solution shall be safe for use on most carpet surfaces.
- Solution shall be used on upholstery, textiles, vinyl, leathers, and synthetics.
- Solution shall be effective in the removal of red dye and products containing this dye.
- Solution shall remove gum and other adhesives.
- Solution shall be a deodorizer and enzyme digestant.
- Solution shall be pH balanced and be effective on most types of stains found in commercial buildings.
- Product shall not contain oil or be oil-based in nature.



# CITY OF ROUND ROCK, TEXAS INVITATION FOR BID JANITORIAL SERVICES

IFB No: <u>13-036</u> <u>Addendum No. 1</u> Date: <u>April 11, 2013</u>

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

IFB# 13-036, PART III – SPECIFICATIONS, Section 7.1 SCHEDULE OF SERVICES: The exact hours will be discussed with the Successful Respondent at the time of award. Corrections to the schedule of services (in bold):

y — Saturday  Jay — Friday y — Friday Between 3:0 8:0 8:0 8:0 8:0 8:0 8:0 8:0 8:0 8:0 8	00 pm - 7:00 am       7 da         00 pm - 7:00 am       5 da         00 pm - 7:00 am       5 da         0:30 pm - 5:00 am       7 da         00 pm - 11:30 pm       5 da         00 pm - 11:30 pm       5 da         00 pm - 5:30 pm       5 da         00 pm - 5:30 pm       3 da         00 pm - 5:30 pm       2 da         00 pm - 5:30 pm       5 da         5 da       5 da         6 da       5 da         7 da       5 da         8 da       5 da         9 da       5 da         10 pm       5 da         10	ys/week ys/week ys/week ys/week ys/week ys/week ys/week ys/week ys/week
y - Sunday Between 9:0	00 pm – 11:30 pm – 7 da	ys/week ys/week
	y – Saturday y – Saturday day – Friday y – Friday y – Saturday y – Friday Between 3: y – Friday Between 9:	day - Friday         Between 9:00 pm - 7:00 am         5 da           y - Saturday         Between 9:00 pm - 7:00 am         7 da           day - Friday         Between 6:00 pm - 7:00 am         5 da           y - Friday         Between 5:00 pm - 7:00 am         5 da           y - Friday         Between 10:30 pm - 5:00 am         7 da           y - Friday         Between 6:00 pm - 11:30 pm         5 da           y - Friday         Between 6:00 pm - 11:30 pm         5 da           y - Friday         Between 4:00 pm - 5:30 pm         5 da           y - Friday         Between 3:00 pm - 5:30 pm         2 da           y - Friday         Between 3:00 pm - 5:30 pm         5 da           y - Friday         Between 3:00 pm - 5:30 pm         5 da           Between 3:00 pm - 5:30 pm         5 da           Between 3:00 pm - 5:30 pm         5 da           Between 3:00 pm - 5:30 pm         7 da           Between 3:00 pm - 5:30 pm         5 da

\*Note: The days were changed from Monday-Saturday to Monday-Friday. For clarification: if the Contractor does not enter the facility by 11:59 pm on Friday, the day becomes Saturday at midnight. These facilities shall be cleaned 5 days/week. Contractor shall not clean the facility on Saturday evening, or Sunday evening.

**IFB# 13-036, PART III – SPECIFICATIONS, Section 4 – Security, Subsection 4.11:** The City shall provide picture security badges for each employee assigned to the City at the City's expense. In the event a security badge is lost, it must be reported immediately, and the cost will be \$ 5.00 to reissue one to the employee.

IFB# 13-036, PART III – SPECIFICATIONS, Section 10 UNSATISFACTORY CLEANING PERFORMANCE: Upon notice of unsatisfactory cleaning performance, the Contractor shall have two (2) hours from the time of notice to initiate corrective action in any specific instance of unsatisfactory cleaning performance.

#### IFB# 13-036, ATTACHMENT E - CLEANING SPECIFICATIONS

**Correction:** This task shall be Quarterly instead of Monthly: Machine strip (non-ceramic) hard surface floors, vinyl flooring, including elevator floors, and apply wax with two (2) coats of sealer and three (3) coats of floor wax/polish with products per this specification. All old "wax" build-up, especially in corners and along baseboards shall be removed to so as to present the best possible appearance at all times.

#### IFB# 13-036, ATTACHMENT B - BID FORM

The number of Man-Hours shall be the daily amount.

- 1. Q: What is the name of the current company providing the cleaning, and how long have they provided these services. What is the current contract number and pricing?
  - A: See the attached Successful Respondent's Bid Submitted and Bid Tab for IFB# 08-007 for the current company name, when this contract began, and the amount bid. The current contract # is R-0807-24-10D2.
- Q: What is the precise contract value for the most recent twelve month period of each facility? Is this contract value including the cost of supplies?
  - A: The City is unable to provide this information at this time.
- 3. Q: Can we work with the City if we sub-contract the services?
  - A: See IFB# 13-036, Part I, Section 8: Subcontractors shall not be used for the services specified herein. The City seeks to do business directly with a Janitorial Services firm.
- 4. Q: Please provide by location the average visitors that go in and out of each facility monthly. Please provide the number of employees per location.
  - A: The numbers provided are only a best guess estimate; the City is unable to provide an accurate count:

Facility	# of employees	# of visitors/month
City Hall	75	1000
Business Center	50	500
Library	20	300
Public Works A&B	49	300
PARD Yard	40	200
Clay Madsen Rec. Ctr.	20	4000
McConico Building	55	1000
Streets/Waterline Maint	60	75
Utility Support	15	20
WTP Phase 3	10	50
WTP Phase 5	10	50
Meter Reader @ WTP	8	15
BACA	10	2000
Kinningham Park House	4	200

5. Q: Are there any day porter services required in any building? No, the City does not require day porters. A: 6. Q: Is cleaning required on Holidays? See IFB# 13-036, PART III, Section 7.2: Make arrangements to ensure A: cleaning is performed on a Holiday if it is a normal cleaning day. 7. Q: Can you provide SF types by building, i.e., carpet, VCT? A: Approximately 115,000 square feet of carpet and 115,000 square feet of tile. 8. Q: The upcoming government required Affordable Care Act will take effect January 01, 2013. How will the City handle the cost increase mandated by the federal government for health insurance? A: The City is unable to determine what the Affordable Care Act will entail at this date. 9. Q: Regarding the Affordable Healthcare Act (AHA), does the Agency require full time employees, or can contractors utilize part time staffing to accomplish the staffing requirements? A: The City does not require full time employees. 10. Q: Is it possible to get the current supply usages from the current contractor? A: No, the current supplies were included in the contract price. 11. O: Is the scope/size of this bid identical with the current contract, or have there been any changes from the previously awarded contract to current request for bid? A: As was stated in the mandatory pre-solicitation meeting held on April 4, 2013, the scope of services has changed, the cleaning standards have changed, and the amount of facilities has changed. 12. Q: What are the criteria for awarding the contract? A: See IFB# 13-036, PART I, Section 10: Best Value Evaluation and Criteria. 13. Q: Who is responsible for furnishing paper products, hand soap and trash can liners? A: See IFB# 13-036, PART III, Section 11 - Supplies, Subsection 11.1.2 The City will provide hand towels, toilet tissue, wastebasket liners, disposable bags for sanitary disposal, hand soaps, hand cleanser/conditioner, urinal screens, air fresheners and lights. 14. Q: Other than the bid sheet, what other forms/documents are required to be

At a minimum a declaration page showing that the Contractor carries Workers' Compensation Insurance; Attachment A – Reference sheet

submitted?

A:

15. Q: Are steam cleaning carpets included in the specifications? A: No, the City will steam cleaning the carpets. Is the strip and wax and other quarterly items intended to be included in the 16. Q: monthly price per square feet? Are the strip and wax and other quarterly items intended to be included in the Man-Hours count? A: Yes, the strip & wax should be included in the monthly price. The City is unable to provide an answer at this time in reference to the Man-Hours count. 17. Q: Can the square footage be provided by facility for the concrete floor, VCT tile and A: The mandatory walk through was called to serve this purpose. 18. Q: Can the number of restrooms per facility be provided? A: The mandatory walk through was called to serve this purpose. 19. Q: On the evaluation criteria, what % is allocated for price? A: The evaluation team will determine that at the evaluation. 20. Q: What is the total square footage of all buildings in the bid package? A: The square footage of each facility can be found on the IFB# 13-036, Attachment C - City of Round Rock Facilities Listing. 21. Q: Can a count of the phones be provided? A: The City is unable to provide this information at this time. 22. Q: Will the City supplied products be delivered, or will the Contractor pick them up? The City will deliver the needed supplies upon request by the Contractor. A: 23. Q: Will the furniture be moved prior to stripping and waxing? A: At most facilities it will be moved ahead of time. This will be discussed at the post award meeting with the Successful Respondent. 24. Q: Will floor plans be provided for each facility? A: No, due to security issues. 25. Q: Does the City mandate an hourly wage? See the City of Round Rock Purchasing Definitions, Standard Terms and A: Conditions which may be found on the City's Webpage at: http://roundrocktexas.gov/home/index.asp?page=463



# CITY OF ROUND ROCK, TEXAS INVITATION FOR BID JANITORIAL SERVICES

IFB No: <u>13-036</u>

Addendum No. 2

Date: April 15, 2013

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

As stated in the Pre-Solicitation meeting held on April 4, 2013: The International Sanitary Supplies Association's (ISSA) cleaning standards shall be used. The number of man-hours shall be 1 man-hour for every 2,500 square feet.

Approved by

Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

**ACKNOWLEDGED** 

Print Building Services, Inc.

Authorized Signature

4-/5-/3

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

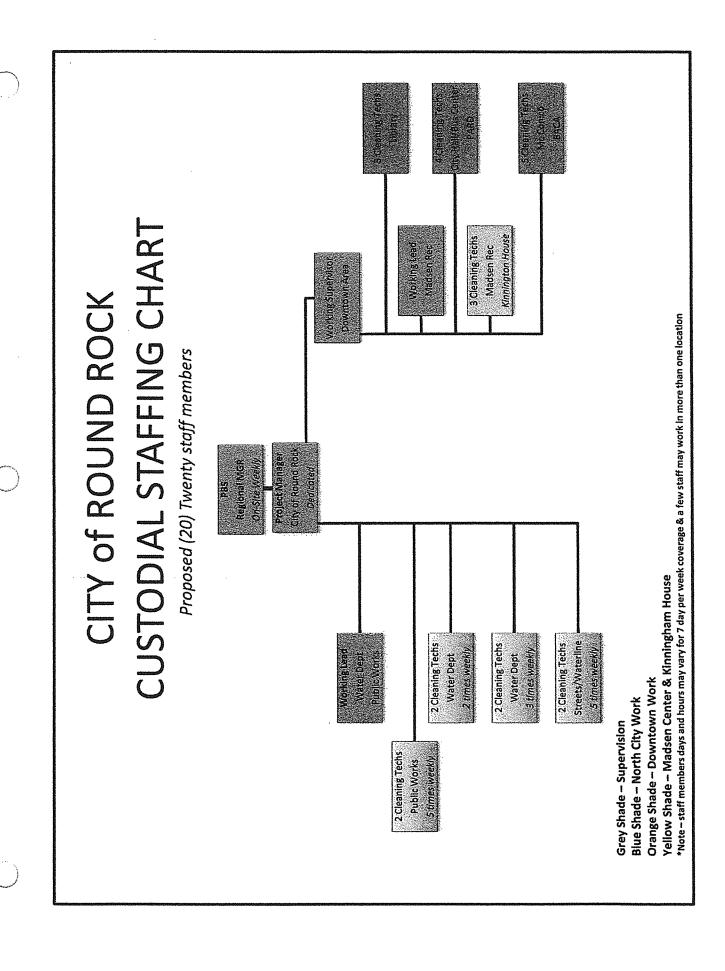
26.	Q:	Are there dumpsters provided at each facility?
	A:	Yes, the locations of the dumpsters will be provided at the post award meeting with the Successful Respondent.
27.	Q:	Is the contractor responsible for emptying recycling containers?
	A:	No, the City has its own recycling division.
28.	Q:	Are all table and chair legs to be dusted?
	A:	Yes, weekly as per ATTACHMENT E: CLEANING SPECIFICATIONS.
29.	Q:	Are the lenses to be removed and cleaned for all light fixtures?
	A:	Yes, quarterly, the lenses must be taken down, cleaned and replaced as per ATTACHMENT E: CLEANING SPECIFICATIONS.
30.	Q:	Will Make ready be discussed?
	A:	Make ready services will be discussed at the post award meeting with the Successful Respondent.
31.	Q:	At the BACA senior center: will contractor empty trash cans outside elevators?
	A:	Yes, including the trash cans by the elevators in the parking garage.
32.	Q:	At the CMRC recreation center: Does the contractor clean the swimming pool room?
	A:	No, The City will maintain and clean the Swimming pool room.
33.	Q:	Are any of the City's Facilities LEAD certified?
	A:	No.
Appro	oved by	

Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



#### NUMBER OF STAFF MEMBERS PER LOCATION

Currently, *Pruitt Building Services* has over 215 employees statewide. The number of employees in and around the Central Texas area currently on staff is estimated at 65 staff members. *Pruitt Building Services* would utilize some current staffing, interview new candidates, and may relocate some current employees to fulfill staffing requirements by the City of Round Rock.

#### STAFFING TURNOVER

Pruitt Building Services has experienced a very limited turnover ratio over the past 24 years due to the extended tenure and renewal of PBS contracts. However, PBS will terminate staff members if the cleaning technician(s) demonstrate lack of energy, lack of attention to details or lack of knowledge of job/positions responsibilities and respect for the property and or tenants of the properties being serviced.

#### SENIOR MANAGEMENT CHANGES

Pruitt Building Services has not had any turn-over in upper level management within the past 24 years.

#### **UNION & NON-UNION AFFILIATIONS**

Pruitt Building Services is not affiliated with any unions.

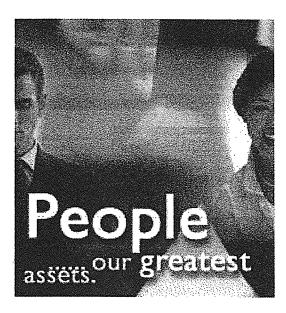
#### SUBCONTRACTOR AFFILIATIONS

Pruitt Building Services will only utilize company employees under this contract. PBS does have the resources to utilize subcontract affiliates (ie stone restoration, emergency cleanup, parking and grounds, and energy management services) if an opportunity with the City of Round Rock becomes available.

#### HUMAN RESOURCES OVERVIEW

## Corporate Philosophy /Capabilities

PBS recognizes that the most valuable asset of our business is our **people**. It is for this reason PBS is dedicated to hiring, training, encouraging and retaining the industry's best, from our cleaning team members on up to the executive level.



Our managers have gained their knowledge of the commercial cleaning industry through years of "hands-on" involvement. In addition, PBS expends a great deal of time, energy and resources in developing our field personnel. In so doing, we have been able to reap the benefits of a stable and highly skilled staff.

PBS currently employs over 215 highly trained technicians. We are able to promptly provide replacements for any employees who are out on leave to ensure that each facility maintains a full

staff at all times. In addition, PBS Emergency Response Teams are available 24 hours a day, seven days a week to assist in cleaning emergencies related to fire, flood and other disasters.

## Recruitment and Hiring Policies & Procedures

PBS employs a number of recruitment tools: employee referral, classified advertising, internet advertising and other methods.

All applicants are required to apply in person, and to supply positive photo identification and proof of their legal right to work in the United States. PBS's processing of applications employment consists of thorough personal and employment reference checks. In addition, all applicants are screened and background checks performed, in accordance with our clients' specifications. Drug and alcohol testing is also available, if required.

PBS provides new-hire Orientation training for new employees. This course covers administrative policies and procedures, work practices, employee conduct, work schedules, performance evaluations, disciplinary action, facility security, employment benefits, etc. In addition, courses in advanced skills and/or specialized job training are required for certain positions such as supervisory roles.



#### STAFFING AND MANAGEMENT

PBS provides cleaning services to commercial facilities in accordance with Management's requirements for their tenants. Our staff of trained technicians is available around the clock – daytime, evening and nighttime hours. We currently provide cleaning services 24 hours a day in facilities that require three full shifts.

All daytime personnel are **fully uniformed**, and display a **PBS photo ID badge**. Daytime personnel are required to be **English-speaking** and can be equipped with pagers, cellular phones or radios for your convenience.

Our cleaning personnel typically work in teams rather than individually. The team concept provides a secondary level of supervision in the Team Leader, who is directly responsible for the assigned areas and for key control.

A specific **staffing plan** has been custom-designed by PBS's Operations management personnel for your facility (see Staffing Chart included in bid). Of course, the proposed staffing plan is subject to the final approval of the Property Manager.



To ensure strict adherence to the Cleaning Specifications by our cleaning Teams, PBS utilizes a management structure based on a system of checks and balances:

Supervisory personnel are highly trained and are prepared to note and immediately correct any deficiencies in the work. Quality Assurance personnel, working entirely autonomously from Operations Management, rigorously inspects and reports on the cleanliness of each facility and the adherence to the scope of work. An Operations Manager is responsible for the overall services in your building.

#### **EMPLOYEE BENEFITS**

PBS can offer a **comprehensive benefits package** for all employees, both full- and part-time. Employee benefits at present can include, but are not limited to, the following:

Medical insurance for the employee and his/her dependents (includes dental benefits)
Paid Vacation
Paid Sick Leave
Paid Holidays
Free Training/Education Programs

PBS prides itself as being **employee-oriented**, and therefore, in addition to our Employee Benefits package, we offer our employees the following:

Competitive Wages – Both full and part-time employees are paid hourly wages, which are above the industry standard in the Dallas/Fort Worth area. PBS employees are also considered for pay raises upon the successful completion of their initial 90-day (newhire) probationary period, and are considered annually thereafter at the time of their performance evaluations.

Opportunities for Advancement – We have found that by encouraging our employees to improve their skills, by offering them the means to do so, and by providing them with opportunities for advancement, we maintain a highly motivated, stable, low-turnover staff. PBS, therefore, offers a full curriculum of training courses at no charge to its employees. PBS's training managers administer a wide range of training services, including classroom education, hands-on training in mock-up settings, and on-site instruction.

Incentive Plans – Incentives are offered to employees who demonstrate good attendance, leadership qualities and cost savings against budgets, among other attributes. Awards such as plaques and certificates are given in recognition, in addition to cash bonuses and gift certificates. PBS also sponsors dinners and parties for entire building staffs that have collectively achieved certain pre-determined performance goals.



#### **EMPLOYEE TRAINING**

All of PBS's employment training programs are based on Quality Assurance and emphasize safety and security. Our programs ensure that each and every PBS employee uses proper cleaning procedures. Some of our training programs are designed specifically for newly hired personnel, while other PBS programs provide ongoing long-term instruction with the purpose of improving the skills and knowledge of current team members. Each and every employee of PBS is continually encouraged, offered advancement opportunities and made to feel that they are invaluable to our team.

In addition, all employees are required to attend on-site instruction in building fire and evacuation procedures, or other procedures as required and provided by Property Management.

PBS offers the following Employee Training Courses:

#### **General**

PBS Corporate Policies and Procedures/Orientation Standards of Customer Service Chemicals in Commercial Cleaning Floor Care: Equipment and Chemicals Carpet Care: Equipment and Chemicals Health and Safety on the Job Cardiopulmonary Resuscitation (CPR)

#### Management Training

Supervisory Techniques II and I Basic Management Training Principals of Total Quality Management (TQM)

#### **Specialized Areas**

Basic Medical/Surgical Cleaning Standards
The Isolation Room
Use of Quaternary and Disinfectant Chemicals in a Medical Setting
The OSHA Final Rule: Bloodborne Pathogenic Material
Hazardous Materials in Commercial Cleaning/
Material Safety Data Sheets
Cleaning Requirements of the Data Center
Data Center Mock-Up Training

### **Biweekly Employee Time Sheet**

_									© 2010	Vertex42 LLC
PRUITT E	BUILDING	SERVICE	S, INC.							
JOB: City o	of Dound Do	-1 <i>c</i>	·	Employee	Name: _	John Smit	<u>h</u>			···
LOCATION:		<u>-K</u>		Manage	r Name: _					
				Week S	tarting:	6/1/201	13			
Day of	Time	Time	Time	Time		Regular		Sick		Vacation
Week Sat 6/1	9:05 AM	Out 11:45 AM	12:00 PM	Out 6:00 PM	Hrs 8.67	Hrs 8.67	0.00	Hrs	Hrs	Hrs
Sun 6/2	9:00 AM	4:00 PM	2) V A	<del></del>	7.00	7.00	0.00			
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Mon 6/10	L 5	1200		<i>y</i>	0.00	0.00	0.00			
Tue 6/11		9			0.00	0.00	0.00			

0.00

0.00

0.00

0.00

0.00

0.00

Total Hrs:

Rate/Hr: 15.00 22.50 15.00 15.00 15.00

Total Pay: 235.05 0.00 0.00 0.00 0.00

0.00

0.00

0.00

Employee Signature Date

**Grand Total Pay:** 

235.05

Manager Signature

Wed 6/12

Thu 6/13

Fri 6/14

Date

#### TRANSITION / START-UP

Integration of services through seamless transition is a PBS trademark. We utilize our highly successful **Transition Plan** for typical 30-day start-ups; however, we recognize that "normal" lead times are not always feasible. You may rest assured that PBS is capable of mobilizing equipment, supplies and personnel to commence cleaning within 24 hours. Our **Fast-Start** program focuses first on positioning the required resources, then layering the administrative aspects of Transition over our actual start-up of cleaning operations.

#### **Transition Meeting**

Prior to the commencement of PBS's services, we recommend the coordination of services in a Transition Meeting, which includes the following key members of the building services team:

- Property / Facilities Management personnel;
- Building Security personnel;
- · Building's Engineering personnel;
- A representative of each subcontracted service, if applicable, e.g., trash removal, recycling, pest control contractors;
- PBS's designated on-site Building Supervisor / Project Manager
- PBS's Operations Manager assigned to the project;
- PBS's Vice President of Operations.

The Transition Meeting is intended to introduce all building service team members, to discuss key issues regarding the phase-in of cleaning and subcontractor services, and to define roles and expectations. Emergency contact lists are

exchanged at this meeting.

PBS advocates and supports on-going meetings with the building service team to enhance good communications and provide coordinated, quality services.

#### **Building Survey**

Prior to the commencement of services. PBS recommends we conduct our detailed survey in each building. This step is highly beneficial in gathering information about tenant requirements and expectations regarding the cleaning service. Survey results are compiled, along with our response addressing operations and personnel strategies as well as the strategies we will employ to resolve existing issues. A full report of the survey results is presented to Property Management.

#### **Facility Orientation**

A significant element of the Transition Plan is the orientation of PBS's Management staff to all aspects of the facility. During the transition period, PBS Management will study current building operations and will develop staffing schedules for daily and periodic tasks. Along with the results of the tenant surveys, the orientation period allows our personnel to become intimately familiar with the building, its tenants and the details of their requirements and expectations.



### **TRANSITION PLAN (30 Days)**

PRE-START	*CONTRACT AWARDED
	PBS conducts "new start" meeting
DAY 1: First day notified of contract award	Assign start up team members
Pre-start	Review projected inventory list
Day 2	Order inventory as needed
Pre-start	Begin interviews for supervisory staff
Days 2-5	Review specialty cleaning needs
Pre-start	Staff Interviews & Selections
Days 5-10	Background Checks begun
	Interview current staff/transition
Pre-start	Work assignments finalized
Days 11-15	Continue interviewing
	Back-up staffing planned
Pre-start	Introduce Supervisors assigned
Days 16-20	Conduct Management Training
	Review Scope with Start-up Team
Pre-start	Onsite training for new employees
Days 21-28	Safety Training for all employees
Pre-start	Make sure all inventory is stocked
Day 29	Make sure all equipment in place
	Final walk-thru w/facility manager
Start Date	First day of service
Day 30	•
Post start-date	Review start up
Days 1-5	Facility tour to adjust/correct service
Post start-date	Start-up team begins gradual exit
Days 6-15	Daily quality control meeting w/City

#### SUPPLIES AND EQUIPMENT

PBS pledges to do our part to utilize environmentally safe products, equipment, and procedures. We commit to implement cleaning solutions that respect and preserve our natural resources.

All equipment and supplies used by PBS are of the type used in Class "A" building environments, meeting or exceeding all local, state and federal codes as established by UL, OSHA, ASTM E-84, and the NFPA 702 Codes.

#### Chemicals

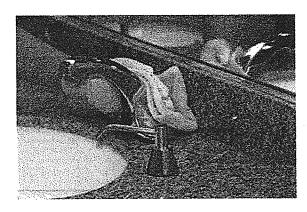
PBS routinely provides Property Management with a Material Safety Data Sheet (MSDS) Manual, listing every chemical we use in our commercial cleaning operations. All chemicals used are of the highest quality. PBS gladly stocks additional specialty products at the request of Property Management, and all materials to be used in your building are subject to your prior approval.

All of our employees are thoroughly trained in the use, care and storage of commercial cleaning chemicals prior to their assignment.



#### Equipment

All equipment assigned to your building will be in new or like-new condition. PBS's entire inventory of mechanized equipment is rotated to undergo periodic preventive maintenance. Any equipment removed from your building by PBS, whether for regular scheduled maintenance or for repair, will be replaced immediately in order to maintain a full inventory of equipment on your site.



#### Safety Equipment

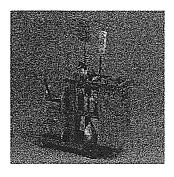
PBS stocks each and every building with safety equipment to protect our employees as well as your building occupants. First-Aid kits are standard equipment in every building we service. Safety equipment assigned to our personnel includes latex gloves, safety goggles and ventilators for employees working in areas requiring such protective gear. In addition, PBS employees are trained to use public safety equipment such as "Wet Floor" and "Closed for Service" signage as required.

#### TYPICAL PROJECT/EQUIPMENT INVENTORY

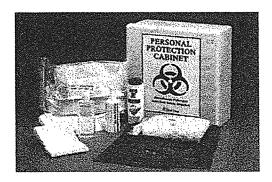
The following is a list of equipment typically utilized by PBS in the performance of our services. Not all listed equipment may be suitable for use in your building. PBS shall submit a finalized inventory, including quantities, prior to the commencement of the Contract.

#### Equipment

Low Speed 175 RPM Floor Buffer Ultra High Speed 1500-2000 RPM Floor Burnisher Buffer Attachment: Pad Holder Buffer Attachment: Scrub Brush Carpet Power Extractor - Complete Three-Gallon Sprayer Wet/Dry Vacuum & Attachments Hoover Heavy Duty Portable Vacuum Clarke Upright Vacuum ProTeam Super Coach Vacuum Clarke Wide Area Vacuum Rubbermaid #6150 Maid's Cart Rubbermaid #6111-88 Mop Bucket 26 gt. Rubbermaid Utility Bucket 14 gt. Wet Floor Sign - Med. Wet Floor Sign - Lg. (Cone) Rubbermaid #2643 Brute Trash Container Rubbermaid #2649 Carrying Caddy Push Broom Floor Brush and Handle Dust Mop 18" Floor Fan Extension Cord 50' Extension Cord 100' Water Hose 100'



#### HEALTH AND SAFETY



PBS puts an extremely high priority on All PBS employees are job safety. required to complete Health and Safety training. As part of these programs, PBS provides fully detailed Operating Policy, Procedure and Safety Manuals, the principles of which are drawn from Federal UL and OSHA standards. In addition, those employees who work in Health Units, Restrooms and/or Fitness Centers are required to complete OSHA-approved training regarding Bloodborne Pathogenic Material.

All chemicals and equipment used in our work are subject to the approval of Property Management. PBS will bring no hazardous materials to the job site without your express prior approval. As a standard practice and in full compliance with the OSHA Hazard Communication Standard 1910.1200, a complete Material Safety Data Sheet (MSDS) manual will be maintained by PBS' on-site Supervisory staff at all times.

All of PBS's equipment and supplies meet or exceed State, Local and Federal regulations as established by UL, OSHA, ASTM E-84 and NFPA 702 codes.

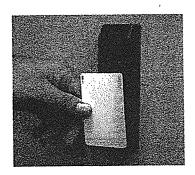
PBS' Certificate of Insurance has been included in this Proposal. Our coverage more than meets normal industry requirements.



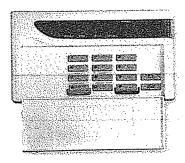
#### SECURITY

At PBS, we believe that each of our team members has a duty to support and enhance the security of the building they serve; each member of our team is strictly trained in this philosophy. We recognize that improper training and inadequate procedures on the part of the cleaning staff can completely undermine even the best of building security – we go to great lengths to ensure this does not happen in any of the buildings we service.

Our employees always work behind locked doors, and each Team Member is properly uniformed and identified as a PBS employee. Anyone else in the building will be reported to PBS' Building Supervisor, who will investigate immediately, and will contact Building Security or the authorities.



PBS's competently trained and security-conscious team members will help to protect your building, acting as Property Management's "eyes and ears" at night.



Strict key control is also a PBS policy. The Building Supervisor is the only employee permitted to handle Master keys, and is responsible for all security cards, codes and similar items.

When you entrust your building to PBS, our policies are designed and enforced to ensure your building is safeguarded as well as cleaned each night.



#### CERTIFICATE OF LIABILITY INSURANCE

07/24/2013

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). RODUCER CONTACT NAME: Jim Culberson PHONE (A/C, No, Ext): E-MAIL (AC, No): 817/281-9080 817/281-7900 The Culberson Agency, Inc. 5750 Rufe Snow Dr., Suite #149 **ADDRESS** INSURER(S) AFFORDING COVERAGE NAIC# N. Richland Hills, Texas INSURER A: Companion Insurance Company 76180 NSURED INSURER B: Texas Mutual Insurance Co. Pruitt Building Services, Inc. INSURER C: Dallas National Insurance 3430 Alemeda, Suite #117 INSURER D: Ft. Worth, Texas INSURER E: 76126 INSURER F: **COVERAGES** CERTIFICATE NUMBER: **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. ADDL SUBR TYPE OF INSURANCE (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE s 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY 100,000. CLAIMS-MADE X OCCUR DJGL109865 10/23/12 MED EXP (Any one person) 5,000. Ą 10/23/13 PERSONAL & ADV INJURY s 1,000,000. GENERAL AGGREGATE \$ 2,000,000. GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ 1,000,000 POLICY PRO-JECT AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANYAUTO BODILY INJURY (Per person) ALLOWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per accident) NON-OWNED PROPERTY DAMAGE HIRED AUTOS (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE \$2,000,000. EXCESS HAR CLAIMS-MADE C AGGREGATE \$2,000,000. DIJ0002957 10/23/12 DED RETENTION S /23/13KERS COM WORKERS COMPENSATION AND EMPLOYERS' LIABILITY TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT NIA \$1,000,000. 0001184939 10/23/12 E.L. DISEASE - EA EMPLOYEE s 1,000,000. If yes, describe under DESCRIPTION OF OPERATIONS below 101/23/13 E.L. DISEASE - POLICY LIMIT \$1,000,000. DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Round Rock, 221 Fast Main Street Round Rock, Texas City of Round Rock, and it's officers employees and elected officials are Additional Insureds for General Liability, but only to the extent of liabilities specifically assumed under contract terms (excludes Worker's Compensation and Employer's Liability), and only as required by written contract.

Waiver of Subrocation is provided in France City Officers Waiver of Subrogation is provided in favor of City of Round Rock, and it's officers, employees and elected officials for General Liability, Umbrella Liability and Worker's Compensation, but only as required by written contract. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE City of Round Rock THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. City Manager 221 E. Main St. AUTHORIZED REFRESENTATIVE Round Rock, Tx. 78664

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2013

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).

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ACORD 25 (2010/05)

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By air mail Priority

PRUITT BUILDING SERVICES, INC.

TR

KURT SMITH General Partner

Cell: 817.235.3008 Office: 817.560.1511 ksmithpbs@yahoo.com

3430 Alemeda #117 Fort Worth, Texas 76126 www.pruittbuildingservices.com PRIORITY MAIL
MEDIUM FLAT RATE BOX
POSTAGE IS REQUIRED
REGARDLESS OF WEIGHT
OR DESTINATION

CITY OF ROUND ROCK
PURCHASING DEPARTMENT
221 E. MAIN STREET
DOWN DOWN TO

Expéditeur Round Rock, TX 78664

Solicitation # 13-036

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### PRUITT BUILDING SERVICES, INC



3430 Alemeda #117 Fort Worth, TX 76126 Phone 817.560.1511 www.pruittbuildingservices.com

April 15, 2013

City of Round Rock 221 East Main Street Round Rock, Texas 78664-5299

Deborah Knutson, CPPB Purchasing Department

Thank you for the opportunity to submit this proposal for custodial services at the City of Round Rock Buildings. We have carefully calculated the requirements of servicing the facilities in the attached proposal.

Pruitt Building Services, Inc is one of the largest privately owned custodial companies in the State of Texas. We have proudly serviced some of the State's most prestigious clientele for over 24 years. Our strength in the industry is our ability to sustain a 98% retention rate with our customer base. It is our goal to develop and maintain long lasting relationships with the customers we service. PBS has a proven track record of providing quality service and prompt responsiveness at a value that allows us to serve as good stewards for your custodial budget.

Please don't hesitate to contact us if we can answer any questions or assist you in any way.

Respectfully submitted,

Ronnie Pruitt Vice President 817-233-2024

rpruittpbs@yahoo.com