

SERVICE AGREEMENT NO. 817

Custodial Service for Police Department

THIS **Custodial Service for Police Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and ABM Janitorial Services-South Central, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Custodial Service for Police Department in response to Request for Bid/Proposal No. 170 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Custodial Service for Police Department ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$93,000.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Pat Eldridge
Police Department
Phone: 361-886-2743
Email: Pat@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.** The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors,

however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Pat Eldridge
Title: Police Management Service Director
Address: 321 John Sartain St. Corpus Christi, Texas 78401
Fax: 361-886-2614

IF TO CONTRACTOR:

ABM Janitorial Services-South Central Inc.
Attn: Ron Peden
Title: Regional Director of Operations-West Texas
Address: 10521 Gulfdale St., San Antonio, Texas 78216
Fax: 210-733-6015

17. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

 - A. this Agreement and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes

all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 170
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

1.1 General Requirements

The Contractor will provide custodial services at the Main Police Station and Municipal Court, 321 John Sartain St. Corpus Christi, Texas 78401, as described herein. Custodial services apply to all designated spaces including, but not limited to halls, rest rooms, office spaces, reception areas, conference rooms, court rooms, auditorium, weight room, showers, locker rooms, parking lots, work areas, entrance ways, lobbies, storage areas, elevators, warehouse areas, stairways, stairwells, and turning off all lights not required and securing all windows and doors as required for security as each job site is completed.

1.2 Scope of work

- A. The services the Contractor will provide include furnishing all management effort, supervision, transportation, labor, equipment, approved materials and supplies to perform custodial services as required.
- B. Custodial Cleaning Duties: Cleaning will include areas under furniture, furnishings, floor mats, and runners. Small pieces of furniture such as tables, chairs, trash cans, etc. will be moved to facilitate cleaning. Large pieces of furniture such as desks, file cabinets, book cases, etc. will not be moved. All furniture and furnishings will be restored to their proper locations after cleaning has been completed. The Contractor will submit to the Contract Administrator for approval a monthly schedule which corresponds to the required tasks and frequencies. Cleaning frequencies, cleaning requirements, summary and special cleaning and/or frequency requirements are specified below as follows:

C. Floors

- 1. **1st Floor Property Room Gun Storage and 2nd Floor Weight Room Gym Floor** (Sweep and Mop)
 - a. Daily - Rubber flooring will be swept and mopped daily removing all loose dirt, lint, and foreign matter.
- 2. **Vinyl and Ceramic Tile Floors** (Sweep, Mop, and Buff)
 - a. Daily - All vinyl tile floors will be mopped daily with an approved cleaning solution to present a clean appearance, free from dirt, traffic marks, streaks, scuff marks, stains, and foreign matter.
 - b. Daily - Floors will be buffed.
 - c. Daily - When floors cannot be satisfactorily cleaned otherwise, they will be spot scrubbed.

- d. Daily - Floors will be treated with a rejuvenator or finishing compound as necessary and buffed when completely dry to provide a uniform glossy appearance.
- e. Daily - All baseboards, doors, and walls will be cleaned of any mop and buffer splatters.
- f. Daily - Contractor will ensure that contract employees observe all safety precautions including the posting of warnings such as wet floors.
- g. Bi-Annual – Strip and wax flooring to a high buff finish.

3. **Carpeted Floors and Rugs** (Vacuum and Spot Clean)

- a. Daily - Carpeted areas, rugs, and mats will be vacuumed free of all loose soil and debris.
- b. Daily - Unusual spots, spills, streaks, or stains will be spot cleaned with an approved cleaner.
- c. Bi-Annual – Shampoo and dry all carpets.

D. **Rest Rooms and Shower Stalls**

- 1. Three times Daily - (Monday thru Friday) All public restrooms throughout the Police Building will be cleaned twice daily approximate times 10:00 am and 2:00 pm. The night shift will conduct a third cleaning.
- 2. Daily – (Monday thru Friday between 8:00 am – 5:00 pm) Private office restrooms will be cleaned once daily.
- 3. Daily - Restroom fixtures, urinals, lavatories, and sinks will be washed inside and outside utilizing a disinfectant and will be free of dirt.
- 4. Daily - The floor will be wet mopped with a disinfectant.
- 5. Daily - Floor mats where provided by the City will be cleaned free of dirt and stains.
- 6. Daily - Walls and partitions will be cleaned free of dirt, streaks, stains, and graffiti to the ceiling.
- 7. Daily - Mirrors will be cleaned and polished.
- 8. Daily - All metal and hardware will be clean and bright.
- 9. Daily - Showers, walls, and floors will be scrubbed free of soap film, dirt, and mildew with an approved cleaner daily.
- 10. Daily - All waste receptacles will be emptied and trash deposited in dumpster outside the building.
- 11. Daily - All restroom supply holders including paper towels, toilet tissue, paper toilet seat covers, and soap dispensers will be cleaned and filled daily.
- 12. Twice Weekly – (Mondays and Thursdays) an approved liquid live bacterial cleaner will be applied to all rest rooms and shower floor drains.

13. Once Weekly - Hard water deposits will be removed weekly from all metal hardware such as water faucets and drinking fountains with approved cleaner.
14. Monthly - The floor will be stripped and a floor sealer will be used but NO WAX will be used.

E. Offices, Open Office Space, Conference Rooms, and Court Rooms

1. Daily - Waste baskets will be emptied and a new trash can liner installed if needed, remove torn or wet liners.
2. Daily - All trash will be deposited in dumpster outside the building.
3. Daily - Upon request, white boards, where present, will be erased and washed clean along with trays.
4. Daily - Thoroughly clean all glass surfaces and doors, including glass in doors and partitions.
5. Daily - Doors, woodwork trim, benches, walls, and wall partitions will be wiped and spot free.
6. Daily - Chairs in conference rooms will be neatly arranged around the conference table to present a neat appearance.
7. Daily - Paper Shredding Machines will be emptied, cleaned, and have a new plastic trash bag installed when needed.
8. Weekly - Conference Rooms with wood paneling, wood table, and wooden chairs will be cleaned and polished with a thin layer of furniture polish.
9. Weekly - All furniture, desks, equipment including personal computers, printers, kitchen appliances, snack machines, horizontal ledges, and window sills will be dusted.
10. Weekly - All desks and tables free of papers, documents, and personal effects of City employee will be cleaned or polished as necessary to maintain an acceptable appearance.
11. Monthly - Waste baskets will be washed clean free of dirt monthly and when needed if wet or messy.

F. Lobbies, Entrances, and Reception Areas

1. Daily - All furniture, fire apparatus, doors, horizontal ledges, and window sills will be dusted and wiped free of dirt and smudges.
2. Daily - Drinking fountains will be cleaned and disinfected.
3. Daily - Glass windows and walls both inside and out along with railings will be cleaned free of soil and markings including entrance glass doors.
4. Daily - Waste baskets will be emptied and a new trash can liner installed if needed, remove torn or wet liners.
5. Daily - All trash will be deposited in dumpster outside the building.

6. Daily - Miscellaneous hardware and bright metal work will be wiped clean daily.
7. Daily – The three main entrances and two stair well entrances to the Police Department door thresh holds will be swept and cleaned to remove any debris caught in the tracks.
8. Weekly - The three main entrances and two stair well entrances to the Police Department door thresh holds will be polished with approved cleaner.
9. Weekly - Miscellaneous hardware and bright metal work will be polished once a week.
10. Weekly – Drinking fountain surfaces are to be polished free of stains, smudges, and chemical scale build up.

G. Stairs and Stairwells

1. This includes stairwell landings, stairs, and steps between landings for four stair wells, two interior stair wells which cover five floors, one stair well leading to the exterior of the building covering four floors, and one stair well leading to the exterior of the building covering two floors.
2. NO WAX will be applied to any landing or stairs.
3. Daily - Interior stair landings and steps will be swept daily.
4. Daily – The two stair well exterior entrances to the Police Department metal door thresh will be swept and cleaned to remove any debris caught in the tracks.
5. Weekly - The two stair well exterior entrances to the Police Department metal door thresh will be polished with appropriate cleaner.
6. Weekly - Interior stair landings and steps will be swept, scrubbed, and damp mopped weekly.
7. Weekly - Hand railings, ledges, grills, fire apparatus, and doors will be cleaned and dusted.

H. Elevators

1. The two passenger elevators and one service elevator will be cleaned daily.
2. Daily - All surfaces in the interior and exterior of the elevator cab will be cleaned and polished daily.
3. Daily - Stainless steel areas will be cleaned with an approved stainless steel cleaner.
4. Daily - Laminate walls will be wiped with an approved cleaner.
5. Daily - Vinyl tile floors will be swept and mopped free of all loose soil and debris.
6. Weekly - Vinyl tile floors will be waxed and buffed weekly to assure a shiny, clean appearance.

I. **Refuse Disposal**

1. Daily - All loose trash removed from the buildings will be placed in plastic bags deposited in outside dumpster.
2. Daily - All boxes small or larger will be broken down prior to placing in the dumpster.
3. Daily - If requested, the Contractor will pick up and deposit recyclable waste such as computer paper and aluminum cans in containers separate from the general refuse. The City will provide separate containers for deposit of recyclable materials.

J. **Kitchen, Break Room, and Vending Areas**

1. Daily - Waste baskets will be emptied and a new trash can liner installed if needed, remove torn or wet liners.
2. Daily - All trash will be deposited in dumpster outside the building.
3. Daily - All furniture, equipment, appliances, horizontal ledges, and window sills will be dusted.
4. Daily - Stove tops, counter tops, sinks, and the exterior of refrigerator, freezers, microwaves, and conventional ovens will be washed clean free of dirt and foreign material.
5. Daily - All tables, chairs, doors, woodwork, walls, and cabinets will be wiped clean.
6. Daily - Chairs will be neatly arranged around the table(s).
7. Daily - Thoroughly clean all glass surfaces.

K. **High Cleaning**

1. Monthly - Clean all window blinds and office windows to remove all lint, litter, and soil.
2. Monthly - Clean all air vents in offices, conference rooms, hallways, and public spaces to remove all lint, litter, and soil.
3. Monthly - Clean all light fixtures, globes, reflectors, and plastic panels will be cleaned - free of bugs, dust, grease and other foreign matter.

L. **911 Call Center**

1. Three Times Daily - All Trash must be emptied three times daily in the 911 Call Center, every day of the week - Monday thru Sunday. Times of removal 10:00 am, 2:00 pm, and 8:00 pm.
2. Monthly - Clean and dust all desk computer monitors.

M. **Exterior**

1. Daily - (Monday thru Sunday) All areas exterior to the Police Station building consisting of entrance stairs, landings, smoker's deck, ramps, parking lots, sidewalks, exterior landscaped areas, and porches leading to the first floor

- entrance and the service ramps will be maintained free of trash and refuse (including small paper, leaves, empty bottles, cans, cigarette butts, and gum).
2. Daily - Trash will be removed from waste and cigarette receptacles located outside the entrances.
 3. Daily - (Monday thru Sunday) there are three main entrances to the building as well as two stair well exits/entrances which consist of stairs and landings. Immediately in front of these entrances are to be swept to the far edge of the sidewalk. Scrub and remove any bird defecation or gum.

1.3 Invoicing Instructions

Contractor's invoices will be submitted to the Contract Administrator and or designee within five working days following the end of each month in which services are performed. Invoices submitted prior to the end of the period will not be processed until the period has been completed. The original of each invoice will have attached a summary of work performed and charges. On verification of work actually performed and receipt of Contractor submittals, the Contract Administrator will process invoices for payment. Payment will be based on a monthly charge based on the contract price.

1.4 Work Site and Conditions

- A. The work will be performed in the Main Police Building which includes the Main Police Station and Municipal Court on 321 John Sartain St. Corpus Christi, Texas 78401.
- B. Contractor shall supply the City with a work schedule showing projected work times, days, number and names of personnel. Changes in the work schedule must be approved by the City.
- C. Normal Business Hours: The Contractor will have two employees, one being a competent Supervisor, assigned to the main Police Building to work from 8:00 a.m. to 5:00 p.m., Monday through Sunday excluding City designated holidays (See Exhibit A). The Supervisor must have written authority to speak and act for the contractor and must be able to respond by phone or in person within 30 minutes and have immediate communications with on-site workers.
- D. Night Hours: Nightly services will occur Monday through Sunday and are to be performed after normal business hours. Man-hours utilized will be sufficient to ensure required services are performed in a professional manner. Nightly Services are part of the scope in this contract. Contractor will have a Supervisor on site at the Main Police Building during night hours, excluding City designated holidays.
- E. Weekend Services: Weekend and or holiday cleaning will not require a supervisor on site; however, a supervisor is required to conduct regular site inspections on weekends. Supervisor must be accessible via phone during weekend working hours.
- F. **Restricted or high security areas will be cleaned, as described in the scope of work above, during normal business hours, Monday through Friday, while a City employee**

is present (See Exhibit B). Contractor employees found to be working in any Police or Municipal Court restricted or high security area who have not been cleared in advance or is unaccompanied by a City employee will be required to leave the area immediately and the Contractor will be fined \$500 for each employee, per instance.

- G. Facilities: The City will make available to the Contractor janitorial closets for storage space. Access to the water closets will be shared in the Main Building 1st, 2nd, 3rd, 4th and 5th floors. The Contractor will assume responsibility for safekeeping of janitorial supplies, equipment and facilities and take adequate precautions to ensure areas are kept clean to prevent fire hazards, odors and vermin. Contractor will obtain and post in a conspicuous place OSHA and safety requirements within the facilities for all chemicals used in the performance of this work. At the completion of the contract, areas will be returned to the City in the same condition as received, except for reasonable wear and tear. The Contractor will be responsible for the cost of any repairs caused by negligence on Contractors part or on the part of Contractor's employees. The City will not provide any office space to the Contractor. The Contractor is responsible, at the Contractor's own expense, to secure and maintain the office space necessary for the performance of the Contractor's work.
- H. The Contractor will provide all cleaning materials and supplies, necessary for the performance of this contract with the exception of restroom consumables such as toilet tissue, paper toilet seat covers, paper towels, trash can liners, and liquid soap which the City will furnish. Materials and supplies provided will be compatible with equipment provided by the City, of acceptable industry grade and quality, and subject to approval by the Contract Administrator.
- I. The Contractor is required to furnish all equipment necessary for performance of the contract. Such equipment and use of equipment will be subject to inspection and approval of the Contract Administrator prior and during the life of the contract.

1.5 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements. All phases of the services rendered under this contract are subject to inspection by the City both during the Contractor's operation and after task completion. If the Contractor's overall performance is unsatisfactory, the City will so notify the Contractor in writing. The Contractor will reply to such notice in writing. The Contractor will reply to such notice within three working days with appropriate corrective action.

1.6 Safety Requirements

- A. Accident Reporting: The Contractor will maintain an accurate record of, and will report to the Contract Administrator, all accidents resulting in the death, traumatic injury or occupational disease. All accidents must be reported in writing, in detail, within 24 hours of their occurrence.
- B. Fire Prevention: The Contractor will familiarize himself and require his employees to become familiar with the method(s) for activating the fire alarm. The Contractor and his employees will observe building regulations regarding smoking and will be cognizant of and observe all requirements for handling and storage of combustible supplies, materials, and daily disposal of combustible waste, trash, etc.
- C. Chemicals: All products (chemicals) shall be kept in a properly labeled container and a Safety Data Sheet (SDS) kept on each item, in a clearly marked SDS notebook by the contractor. The Contractor shall also supply a copy of all SDS sheets to the Contract Administrator

1.7 Contractor Employees

The Contractor will furnish an adequate number of employees to perform all work specified within the contract. Contractor's employees will conduct themselves in a proper and efficient manner at all times, and especially to maintain a business-like relationship with others. All Contractor employees working under this contract will be identified by a distinctive uniform or other outer garment such as a shirt or blouse; a tee shirt is not acceptable. The employee will wear a picture style identification card on the upper outer garment. Such garment and identification will be provided by Contractor and must be approved by the Contract Administrator. Contractor employee/s found without identifying upper, outer garments or ID's will be removed from the building.

1.8 Special Instructions

Post Award Security Requirements

- A. **The Contractor will comply with all City Security requirements. Due to the nature of Police and Municipal Court information, Contractor employees must have clear Criminal History Backgrounds and this must be verified before each employee is cleared to work in the building. The Contractor will submit the name, address, Social Security Number, height, weight, date of birth, copy of driver's license or picture ID of the Contractor and each employee hired for work on this contract, a completed Personal History Statement and other forms may be required for security. It will be the Contract Administrator's decision whether a Contractor's employee is acceptable to work in the Police/Municipal Court areas.**
- B. **Contractor employees found to be working in any Police or Municipal Court area who have not been cleared in advance will be required to leave the area immediately and the Contractor will be fined \$500 for each employee, per instance. Changes in**

personnel will be furnished to the Contract Administrator, in writing, prior to making such changes or before personnel begin working on the property.

- C. Pre-Performance Conference: Prior to commencing work under this contract, the Contractor will meet in a conference with the Contract Administrator to discuss and develop mutual understandings relative to the execution of this contract. A contract incorporating the provisions of these specifications will be provided by the City for execution by the successful Contractor.
- D. Performance Evaluation Meetings: The Contractor's Manager will visit the Contract Administrator or designated representative monthly. Additional meetings will be held at the discretion of the Contract Administrator, but not less often than monthly. A mutual effort will be made to resolve all problems identified.

Exhibit A

CITY RECOGNIZED HOLIDAYS

1. The first day of January (New Year's Day).
2. The last Monday of May (Memorial Day).
3. The fourth day of July (Independence Day).
4. The first Monday of September (Labor Day).
5. The fourth Thursday and Friday of November (Thanksgiving Day).
6. The twenty-fifth day of December (Christmas Day).

When a holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding Friday shall be considered a holiday. In addition to the above, any day may be designated a holiday by proclamation of the Mayor, upon approval of the City Council. The Contractor must get an approval from the Contract Administrator for a skeleton crew to work holidays.

Exhibit B

RESTRICTED AREAS

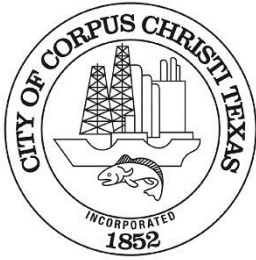
Cleaning Occurs – Monday thru Friday, 8:00am to 5:00pm excluding City holidays.

1st Floor: Property Warehouse

2nd Floor: Director of Municipal Courts

4th Floor: Forensics – offices and labs

5th Floor: Chief of Police (clean at 8:00 A.M.)
Assistant Chief of Police (3 offices)
Room 525



ATTACHMENT B - BID/PRICING SCHEDULE

**CITY OF CORPUS CHRISTI
BID FORM**

PURCHASING DIVISION

RFB No. 170

Custodial Services for Police Department

Date: November 16, 2016

Bidder: ABM Janitorial Services - South Central, Inc. Authorized Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices;
 - b. Bidder is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all required governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Description	QTY	Unit	Unit Price	Total Price
Custodial Services-Main Police Building (Main Police Station and Municipal Court)	12	MO	\$ 7,750.00	\$ 93,000.00

ATTACHMENT C - INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Chief of Police one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

CRIME POLICY	\$50,000 per occurrence
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- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

ATTACHMENT C- BOND REQUIREMENTS

No Bond Requirement is necessary for this Service Agreement.

ATTACHMENT D- WARRANTY REQUIREMENTS

No warranty is required for the Service Agreement.