

## SERVICE AGREEMENT NO. 1816

### Custodial Services for Asset Management

THIS **Custodial Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Ernestina Luna dba Unified Service Associates ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Custodial Services in response to Request for Bid/Proposal No. 1816 ("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 Services ("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 36 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to two additional 12-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$449,199.00, 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

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:

Name: Jesse Hernandez  
Department: Asset Management  
Phone: (361)-826-1983  
Email: JesseH@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 that 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.** City may inspect all Services and products supplied before acceptance. Any Services or products 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.**

(A) 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.

(B) 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.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**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 30<sup>th</sup> 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 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 applicable 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: Jesse Hernandez

Title: Superintendent of Operations

Address: 5352 Ayers Bldg, 3A, Corpus Christi, TX 78415

Phone: (361)-826-1983

Fax: (361)-826-1989

**IF TO CONTRACTOR:**

Ernestina Luna dba Unified Service Associates

Attn: Mr.Samuel J Salas

Title: General Manager

Address: 414 N. General McMullen Ste.111, San Antonio, TX 78237

Phone: (210)-473-1835

Fax: None

**17. *CONTRACTOR SHALL FULLY 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 WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, 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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. 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 OR RESULTING 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 (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. 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 if required by said statute.
23. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
24. **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.

**25. 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

**CONTRACTOR**

Signature: Samuel J. Salas

Printed Name: Samuel J. Salas

Title: General Manager

Date: 11/14/18

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Kim Baker  
Assistant Director of Finance – Purchasing Division

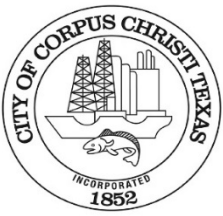
Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 1816  
Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### 1.1 General Requirements

- A. The Contractor shall provide Custodial services at City Hall, Frost Building, and Facility Maintenance as per scope of work defined here.
- B. The Contractor shall be responsible to provide labor, supplies, equipment, and transportation necessary to perform these services satisfactorily at frequencies specified.
- C. The Contractor shall perform services Monday through Friday **after** normal business hours to the following locations. Normal business hours are from 8:00 AM to 5:00 PM. The Contractor should have sufficient personnel to ensure required services are performed in a professional manner and as per below mentioned schedule.

***City Hall:*** Work must be completed by 6:00 am.

***Frost and Facility Maintenance:*** Work must be completed by 11:00 pm.

- D. The Contractor shall provide custodial services to all designated spaces including, but not limited to: public areas, halls, offices spaces, break rooms, elevator, stairwells, restrooms, shower stalls, locker room, janitor closet, delivery area/loading dock, and outside servicing. 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. Cleaning frequencies, cleaning requirements are described later in the Scope of work.
- E. The Contractor will provide all cleaning materials and supplies, necessary for the performance of this contract. Materials and supplies provided shall be of acceptable industry grade and quality and subject to approval by the Contract Administrator.
- F. Custodial supplies that the Contractor will provide including but are not necessarily limited to the following:
  - 1. Trash Can Liners (Large and Small) Liquid soaps where required
  - 2. Wax lined sanitary napkin bags
  - 3. Consumables cleaning supplies to include waxes, cleansers, shampoos, trash liners etc.
- G. The Contractor is required to furnish all equipment necessary for performance of the services and use of equipment will be subject to inspection and approval of the Contract Administrator and during the life of the contract.



- H. The City will provide secured custodial storage space for the Contractor's equipment and supplies.
- I. The City of Corpus Christi will provide toilet paper, paper towel, and seat cover during the term of the contract.

## **1.2 Work Site Description**

### **A. City Hall Building**

The building consists of a basement, ground floor, five upper level floors with a mezzanine level for elevator operating equipment's, and two stair wells. Net floor area in the building is approximately 130,000 square feet which consists primarily of commercial office spaces. The basement contains storage, training room, print shop, mail room, loading dock, mechanical room, tv recording station, computer center and various office spaces. The first floor contains the main atrium, four prominent entrances, the office of the Mayor and City Secretary, City Council Chambers with meeting rooms, Utilities Business offices and Collections, Call Center, Central Tellers and Cash Management, Purchasing, offices, meeting rooms, storage and reception areas. Second floor through fifth floor contains offices, meeting rooms, storage, and reception areas. Sixth floor contains meeting rooms, a wellness clinic, a fitness center and office spaces. Each floor has a male and female restroom. The City Hall building is served by three passenger elevators, one freight elevator and two escalators.

### **B. Frost Building**

The building consists of a ground floor and four upper level floors. Net floor in the building is an approximately 41,289 square feet which consists primarily of commercial office spaces. The first floor contains the main lobby, with one prominent entrance, Development Services, and cashiering services. Second floor through third floor contains offices, kitchen area, meeting rooms, storage, and reception areas of Fire Department. Fourth floor contains the Emergency operations rooms, meeting rooms, office spaces, storage, and media area. Each floor has a male and female restroom. The Frost building is served by one elevator

### **C. Facility Maintenance**

The building consists of a ground floor and first floor. The first floor is under construction. Net floor area of the building is an approximately 2,200 square feet which consists primarily of office spaces. The ground floor contains the main reception area, with prominent entrances, 13 offices, kitchen area, storage closet, and female and male restroom.

## **1.3 Custodial Service Specification**

Contractor shall provide custodial services as per schedule including but not limited to A) Public Areas B) Restrooms C) Office Areas of City Hall, Frost building, and Facility Maintenance building. All the services are performed on an evening/nighttime basis unless otherwise approved by the Contract Administrator.

**A. PUBLIC AREAS:** Public areas shall mean all entrances, lobbies, stairwells, elevators, hallways and exterior building areas

## **1. Daily Services**

### **a. Waste Receptacles**

- Empty and clean all outdoor ashtrays, trash cans, and waste paper receptacles.
- Empty recycling bins nightly.
- Place extra can liner at the bottom of each bin.
- Waste receptacle will be washed and disinfected as needed periodically.

### **b. Glass Cleaning**

- Clean doors; interior and exterior door glass, inside and outside surfaces and window sills.

### **c. Drinking Fountains**

- Wash and disinfect, followed by dry shine to prevent spotting; polish bright metal surfaces as required.

### **d. Break Rooms**

- Clean sinks nightly
- Wipe down counter tops
- Wipe down tables
- Vacuum and spot clean carpets
- Sweep and spot mop hard surface floors
- Empty trash containers replace liners; place extra liner in container bottom.

### **e. Outside Servicing**

- Sweep outside entrance ways
- Empty cigarette receptacles

## **2. THREE TIMES-WEEKLY SERVICES**

The Contractor shall perform the following services three times per week on Monday, Wednesday and Friday unless stated otherwise.

### **a. Floors**

- Vacuum all carpets including meeting rooms and elevators.
- Dust mop all tile floors. (Halls, entrances, lobbies, elevators, etc.)
- Scrape gum from floors as required.
- Mop all tile floors to remove spills and foreign matter.
- Spray buff tile floors.
- Spot clean carpets as required.
- Vacuum floor mats at all entrances.

### **3. Weekly**

Contractor shall perform the following services at least one time per week

#### **a. Dusting and Cleaning**

- Dust all furnishings in public areas and conference rooms (tables, chairs, fixtures, pictures, decorations, etc.) and all other horizontal and vertical surfaces except as noted herein.
- Dust window sills, frames and blinds.
- Vacuum cloth furniture cushions.
- Wash door handles and metal framing around entrance door glass.

#### **b. Elevators**

- Dust all elevator walls and doors with treated cloths.
- Dust, wipe and dry shine metal railings and side walls.

#### **c. Delivery Area/Loading Dock**

- Sweep all finished surfaces.
- Pick up and remove trash from around area.

#### **d. Drinking Fountains**

- Polish all bright metal surfaces.

#### **e. Glass Cleaning**

- Clean all partition glass as well as pictures, bookcases, etc. in common areas and lobbies.

#### **f. Walls**

- Spot wash painted walls in all hallways around light switches, drinking fountains, coffee makers, and other heavy traffic areas.
- Dust all pictures/frames.

#### **g. Stairwells**

- Sweep clean all interior stairwells; spot mop all spills and stains.

### **4. MONTHLY SERVICES**

#### **a. Carpets**

- Bonnet Method: Carpets in public areas are to be cleaned by bonnet method monthly or on an as needed basis, except for months in which shampoo and extraction methods are performed.
- Schedule: Schedule for performance of floor and carpet cleaning services shall be developed by Contractor and submitted to the City's Contract Administrator for approval.

**b. Stairwells**

- Mop all interior stairwells.

**c. Walls**

- Dust all fire equipment and exit lights.

**d. Delivery Area/Loading Dock**

- Mop all finished interior surfaces; sweep walls up to ceilings to remove spider webs, dirt, etc.

**e. Elevators**

- Clean carpets by extraction method; tile by stripping and refinishing.
- Vacuum, clean and polish door tracks on cars and floors.

**f. Stainless Steel Surfaces**

- Equipment with stainless steel or polished aluminum surfaces (elevator panels, refrigerators, waste receptacles, towel dispensers, etc.) shall be cleaned, wiped and polished; care must be taken to ensure wall paint, carpet or adjacent surfaces are not damaged.

**5. QUARTERLY SERVICES**

**a. Carpets**

- Shampoo Method: All carpets in public areas must be cleaned by shampoo method four times per year except for the month in which the extraction method is performed as specified below (See definitions section).
- Extraction Method: All carpets in public areas must be cleaned by extraction method once per year (See definitions section). For the initial year, it should be done within 6 months of the contract award.
- Schedule: Schedules for performance of floor and carpet cleaning services shall be developed by the Contractor and submitted to the City's Contract Administrator for approval.

**6. ANNUAL SERVICES**

**a. Stairwells**

- Scrub all hard-surfaced landings; refinish with two coats of floor finish if tile or sealed concrete surface.

**B. RESTROOMS:** Restrooms shall mean all public restrooms (unisex, handicapped, men's, and women's), locker rooms and private toilets located within offices.

**1. Daily**

**a. Floors**

- Sweep, then mop all restroom floors with clean disinfectant detergent.

**b. Waste Receptacle**

- Empty all waste receptacles and replace plastic liners.

**c. Glass Cleaning**

- Clean and polish all mirrors with glass cleaner.

**d. Water Closets and Urinals**

- Wash all toilets, seats, urinals inside and out with disinfectant detergents; leaving seats in the raised position when finished.
- Contractor shall not use any acid-based bowl cleaners.

**e. Walls**

- Wash stall dividers and walls with disinfectant detergents.
- Clean all door interiors.
- Clean bright metal hardware, rinse and dry shine to prevent shine to prevent spotting including door locks.

**f. Wash Basins**

- Clean wash basins wipe free of all water marks; Contractor shall not use abrasive scouring powders.
- Clean, rinse and dry shine all bright metal hardware.

**g. Dispensers**

- Refill or restock towel, tissue, soap dispensers and hand sanitizer.

**h. Hand Dryers**

- Disinfect/damp wipe hand dryers and surrounding walls.

**2. WEEKLY**

**a. Waste Receptacles**

- Damp wipe all waste receptacles inside and out with disinfectant solution.

**b. Air and Door Grills**

- Dust and clean all air return, air supply grills.
- Showers: Remove soap scum from floors, partitions, walls and doors; clean bright metal hardware; disinfect all surfaces.

**c. Locker Rooms**

- Damp mop all tile floors; dust all horizontal surfaces (locker tops, shelves, etc.)

**d. Janitor Closets**

- Clean sinks; sweep and mop floors; remove trash.

**e. Wash Basins**

- Remove water deposit buildup on basins and fixtures.

### 3. MONTHLY

#### a. Floors

- Mechanically scrub restroom floors; clean baseboards to eliminate residue and build-up.

#### b. Shower Stalls

- Hand scrub walls and floors; spray with disinfectant.

#### c. Janitor Closets

- Mop floors; apply sealer wax if tiled.

#### d. Walls

- Sweep walls up to ceilings to remove spider webs, dirt, etc.

C. **OFFICE AREAS** "Office Areas" means all spaces used for work off public corridor areas; these include open and private offices, libraries, conference rooms, training room and office storage areas.

### 1. Daily

#### a. Waste Receptacles

- Empty trash receptacles, replacing liners and leave an extra trash bag in the bottom of the receptacle. Place receptacle in original location and position.

#### b. Dusting and Desk Top Cleaning

- Dust desk tops in office areas **NOTE: stacks of paper and desktop equipment are not to be moved; only cleared areas of desktops are to be dusted.**
- Dust horizontal and vertical surfaces of all furniture.
- Dust all high and low office partitions and cubicle separators.
- Dust bottoms and back braces of chairs.

#### c. Doors and Frames

- Dust and spot clean doors, frames and surrounding wall areas; special attention to areas with visible hand and/or footprints.

#### d. Floors

- Sweep and spot mop hard surface floors.

### 2. THREE TIME-WEEKLY SERVICES

Contractor shall perform the following services *three* times each week to be performed on ***Monday, Wednesday and Friday*** if not stated otherwise.

#### a. Floors

- Sweep and spot clean hard surface floors.

- Vacuum and spot clean all carpeted areas including break rooms and copier areas.
- Replace chairs into desk knee wells and under tables.
- Mop and spray buff hard surface floors.

### **3. MONTHLY**

#### **a. Carpet**

- Bonnet Method: Carpets in office areas will be cleaned by bonnet method monthly or on an as needed basis except for months in which the shampoo and extraction methods are performed.
- Schedule: Schedules for performance of floor and carpet cleaning services shall be developed by the Contractor and submitted to the Contract Administrator for approval.

#### **b. Dusting and Cleaning**

- Vacuum and damp wipe clean all air vents and door grills.
- Dust window blinds and frames.
- Sweep walls up to ceilings to remove spider webs, dirt, etc.

### **4. QUARTERLY**

#### **a. Carpets**

- Shampoo Method: All carpets in office areas will be cleaned by shampoo method four times per year except for the month in which the extraction method is performed as specified below (See definitions section).
- Extraction Method: All carpets in office areas are to be cleaned by extraction method once per year (See definitions section). For the initial year, it should be done within 6 months of the contract award.
- Schedule: Schedules for performance of floor and carpet cleaning services shall be developed by the Contractor and submitted to the Contract Administrator for approval.

### **5. SEMI-ANNUAL SERVICES**

#### **a. Floors**

- Scrub all hard surface flooring and refinish as per schedule arrange by Contract Administrator.

## **1.4 Uniforms & Identification**

The Contractor shall furnish uniforms (minimum of shirt or smock) for all custodial employees. The Contractor shall provide identification badges with photograph for each employee. Uniforms and ID badges shall be prominently displayed by Contractor's personnel at all the times.

## **1.5 Employee Listings**

Contractor will provide the Contract Administrator with a listing of current employees authorized to work at each location; listing will be updated and resubmitted as changes occur.

## **1.6 Supervision**

- A.** Contractor shall ensure that adequate supervision is on site as necessary for safe, effective and efficient management of cleaning operations. Contractor shall organize cleaning schedules to minimize work areas requiring lighting and electrical services; place a high priority on energy conservation; and coordinate with City staff to ensure economical operation of building equipment, systems and machinery.
- B.** Supervisors must have a sound knowledge of cleaning tasks, equipment, materials and building systems to properly train and direct cleaners in individual assignments and maintenance and control of an effective inspection and follow up program.

## **1.7 Work Scheduling**

Any Contractor work will be done at the convenience of the City and not conflict with normal city operations. The City reserves the right to revise the Contractor's work schedule in the event of conflicts. In the event work schedule revisions are necessary, the Contract Administrator will advise the Contractor and request the changes.

## **1.8 Contractor Interface Responsibilities**

- A.** At least one week prior to contract effective date, the Contractor and supervisor will meet the City Asset Management staff to discuss facility operations and contractual requirements. The City incurs no added costs associated with the meeting.
- B.** Contractor shall name an individual employee responsible for all contractual matters, difference of opinion, disputes and complaints. If the complaints pertain to the servicing of one of the facilities, this person will appear in person on the day of the complaint to inspect the problem area with City staff and make correction required. All corrections will be done at no additional cost to the City. Lastly, the City reserves the right to approve the appointment of this individual.
- C.** The City's designated individual for contractual matters, difference of opinion, disputes complaints and contract interpretation shall be the Contract Administrator.
- D.** The Contractor shall respond, in writing, to all written inquiries by the City within fifteen days of incident inform.

## **1.9 Reporting**

The Contractor shall immediately inform the Asset management department and/or Security Guard assigned to the building of any situation that require maintenance and/or repairs.

## **1.10 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.

### **1.11 Invoicing**

- A.** Each month, the Contractor shall submit the invoice for Custodial services to the City within five working days following the end of each month period in which service are performed. Invoices submitted prior to the end of the period will not be processed for payment until the period has been completed.
- B.** Invoices shall be sent as follows: Original copy to the City's Account payable department and one to the Contract Administrator. Approval for payment shall be authorized by the Contract Administrator.

### **1.12 Definitions**

The following terms, definitions, and procedures apply to all sections of this document and are to be used by the City in monitoring the quality and quantity of Contractor deliverables throughout the contractual period(s).

#### **1. Annual Services**

Performed annually in the last month of the contract year, Monday through Friday, as per specification, except for legal holidays. If service scheduled for workday falls on a holiday or Contractor is unable to perform due to inclement weather, natural disasters, power outages or similar conditions, annual service shall be rescheduled by the Contractor within seven days of original date and approved by the Contract Administrator. Schedules for performing annual services will be developed by the Contractor and approved by the Contract Administrator. Annual services shall be completed during same times as nightly Services above.

#### **2. Bright Metal Polishing**

May be done by damp wiping and buffing with a dry cloth for a polished appearance. If a polished appearance cannot be produced, however, an appropriate metal polish must be used.

#### **3. Carpet Cleaning (Shampoo Wet or Dry Methods)**

Contractor shall safely, thoroughly clean carpets using commercially rated vacuum or cleaning machines capable of removing all foreign matter. Carpets must be vacuumed (total surface area) before and after shampooing; in addition, all stains shall be pre-spot treated prior to shampoo application.

#### **4. Carpet Cleaning (Extraction Method)**

Carpets shall be cleaned thoroughly with a commercial vacuum machine capable of removing all embedded foreign matter. The Cleaning process must not cause carpet shrinkage nor affect appearance and durability. The Cleaning process must remove all traces of dirt, grime and soil, leaving carpets free from residual and foreign matter. Contractor is fully responsible for repair or correction of carpet damage caused by Contractor cleaning methods or workmanship. Carpet under all furniture is to be cleaned as well as exposed carpet, with Contractor responsible for furniture moves and relocation. Carpets will be brushed to restore flattened pile as necessary as part of the cleaning process.

## **5. Carpet Cleaning (Bonnet Method)**

Consists of shampooing using a cotton bonnet soaked in shampoo solution, wrung out to a moist condition, and applied using a buffer or designated floor machine run in all directions. Carpet is slightly damp and should dry within one hour of application/extraction.

## **6. Carpet Vacuuming**

Carpets shall be clean and free of dust-balls, dirt and debris after each vacuuming; spot cleaned nightly to remove spills or spots.

## **7. Damp Wiping**

Using a clean damp cloth or sponge containing an appropriate cleaning agent to remove all dirt, spots, streaks and smudges from walls, glass, furniture or other surfaces, then drying to provide a polished appearance. When damp wiping in toilet areas a multi-purpose (disinfectant/deodorizer) cleaner must be used.

## **8. Dusting**

Dust must be removed from areas treated, not simply moved from area to area, using dust cloths, vacuum tools, etc. as appropriate. When high dusting, dust shall not fall onto furniture and equipment below. Following conditions must exist after completion of dusting tasks:

- a. No dust streaks on surfaces.
- b. Corners, crevices, moldings and ledges free of dust.
- c. No oils, spots or smudges on surfaces caused by dusting tools.

## **9. Elevator Floor Cleaning**

Resilient tile surfaces shall always be cleaned and waxed to provide a clean and polished appearance.

## **10. Hard Surfaced Floors**

Defined as tile, wood, composition or concrete floors.

## **11. Holidays**

- I. The first day of January (New Year's Day)
- II. The last Monday of May (Memorial Day)
- III. The fourth day of July (Independence Day)
- IV. The first Monday of September (Labor Day)
- V. The fourth Thursday and Friday of November (Thanksgiving Day)
- VI. The twenty-fifth day of December (Christmas Day)

VII. 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.

**12. Loading Docks**

Areas designated for shipping and receiving incoming and outgoing materials and supplies used in facility operations.

**13. Locker Rooms**

Employee locker/dressing rooms, including areas adjacent to restrooms.

**14. Moving of Furniture and Equipment**

For operations where furniture/equipment must be moved, no chairs, waste baskets, or similar items may be stacked on desks, tables or window sills; upon work completion all furniture, equipment and accessories must be returned to their original position(s).

**15. Monthly Services**

Performed each month, Monday through Friday, as per specification, except for legal holidays. If service scheduled for a workday fall on a holiday or Contractor is unable to perform due to inclement weather, natural disasters, power outages or similar conditions, service shall be rescheduled by the Contractor within the same month and approved by the Contract Administrator. Schedules for performing monthly services will be developed by the Contractor and approved by the Contract Administrator. Monthly services shall be completed during same times as nightly Services above.

**16. Mopping and Scrubbing**

All floors must be properly prepared; swept to remove all visible dirt and debris; upon completion of mopping and scrubbing floor shall be clean and free of dirt, water streaks, mop marks, strings, etc.; surfaces shall be dry, comers and cracks clean; may be performed either by machine or by hand with a brush.

**17. Nightly Services**

Performed five nights per week between the hours of 5:00 PM to 1:00 AM, Monday through Friday, legal holidays accepted as per Appendix A. Requirements listed in the specification.

**18. Office Areas**

Defined as enclosed spaces used as work areas off of public areas, including open offices, private offices and suites, libraries, conference rooms, class rooms and office storage areas. Services shall be in accordance with the specification.

**19. Porcelain Ware and/or Stainless-Steel Cleaning**

Porcelain or stainless-steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright without dust, spots, stains, rust, encrustation or moisture; walls and floors adjacent to fixtures must be free of spots, drips, watermarks and chemical stains.

## **20. Public Areas**

Defined as all entrances, lobbies, stairwells, elevators, hallways and exterior building areas. Services shall be in accordance with the Specification.

## **21. Quarterly Services**

Performed each calendar quarter, Monday through Friday, as per specification, except for legal holidays as per Appendix A. If service scheduled for a workday fall on a holiday or Contractor is unable to perform due to inclement weather, natural disasters, power outages or similar conditions, service shall be rescheduled by the Contractor within the same quarter and approved by the Contract Administrator. Schedules for performing services will be developed by the Contractor and approved by the Contract Administrator. Quarterly services shall be completed during same times as nightly Services above.

## **22. Restrooms**

Defined as all public restrooms (men and women), locker rooms and private office toilets. Services shall be in accordance with the Specification.

## **23. Semi-Annual Services**

Performed twice each contract year, Monday through Friday, as per specification, except for legal holidays. If service scheduled for workday falls on a holiday or Contractor is unable to perform due to inclement weather, natural disasters, power outages or similar conditions, service shall be rescheduled by the Contractor within seven work-days of originally scheduled date and approved by the Contract Administrator. Schedules for performing semi-annual services will be developed by the Contractor and approved by the Contract Administrator. Semi-annual services shall be completed during same times as Nightly Services above.

## **24. Scrubbing**

Means removal of foreign material from floor using water/detergent solution resulting in removal of dirt, heel marks, oil film and residual cleaning solutions; floors shall be scrubbed with cleaner and recoated with 2 to 4 coats of floor finish. "Hand Scrubbing" means removal of all dirt, film, and residue from a surface using cleaning solutions as required.

## **25. Spot Cleaning**

Removal of smudges, marks and/or spots from designated surfaces without causing unsightly discoloration.

## **26. Spot Mopping**

Removing spillages, marks, spots or stains from designated areas.

## **27. Spot Dusting**

Removing dust and/or smudges from designated areas.

## **28. Stripping**

Complete removal of old wax including areas under furniture and around edges of baseboards and filing cabinets; when completed, floor must have a slightly dull but overall even appearance. Wax and/or mop water accumulations and splash marks must be removed from all furniture, equipment, doors, baseboards and filing cabinets; care must be taken to prevent damage to all painted surfaces. Contractor will move for stripping and/or waxing; replacing all furniture in its original location when complete. After stripping is complete, Contractor will refinish surface with 3 coats of sealer/preservative, followed by 3 to 4 coats of wax finish.

## **29. Sweeping and Dust Mopping Operations**

All floors will be clean and free of dust streaks after operations; no dirt shall be left in corners, behind radiators, under furniture, behind doors or on stair landings and treads; no dirt will remain where sweepings were picked up. Dust mops are to be properly cleaned prior to use to aid in removal of dust/dirt; mop treatments that leave an oily film on floors are prohibited due to safety concerns. After dust mopping, all floors are to be free of litter, debris and grit.

## **30. Trash Removal**

When removing trash from public areas, offices, cubicles, meeting rooms and restrooms, Contractor must use a lined container on wheels with a liner fit to the bottom and a 6" lap around the top. Liner must be replaced whenever food, drink or human waste has been processed/carried.

## **31. Weekly Services**

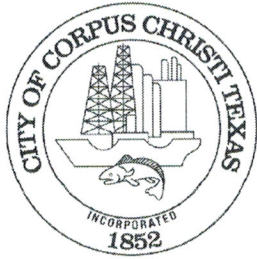
Performed each week, Monday through Friday, as per specification, except for legal holidays. If service scheduled for a workday fall on a holiday or Contractor is unable to perform due to inclement weather, natural disasters, power outages or similar conditions, service shall be rescheduled by the Contractor for the same or subsequent week and approved by the Contract Administrator. Schedules for performing weekly services will be developed by the Contractor and approved by the Contract Administrator. Weekly services shall be completed during same times as nightly Services above.

## **32. Waxing**

Refers to systematic procedure to ensure optimum floor maintenance; floor care products (strippers, finishers, sealers, cleaners, waxes and maintenance products) must be chemically compatible and matched to ensure durability, wear, scrub ability and appearance of floor surfaces. Wax and sealers shall be applied in thin, even coats and allowed to completely dry between coats; number of coats as required by type and condition of floors.

### **33. Window Cleaning Service**

Refers to glass areas to be cleaned other than areas designated by specifications as "glass cleaning" (door glass, shelves, partitions, pictures, and bookcases/shelves). Contractor is to use Tri-Sodium/Water solution as cleaning agent, applied by sponge and removed with squeegee to prevent streaks and smears on windows. All tape and other gummed articles will be removed from window surfaces by razor blade or similar instrument prior to cleaning; drop cloths will be used to prevent watermarks where necessary. Areas to be cleaned all inside and outside windows of the building under this Specification.



# CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM

RFB No. 1816

## Custodial Services for Asset Management

PAGE 1 OF 1

Date: Oct 8, 2018Bidder: Unified Service AssociatesAuthorized  
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 applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price per month	Total Price
1	City Hall	Month	36	\$8,681.55	\$312,535.80
2	Frost Bank	Month	36	\$3,308.49	\$119,105.64
3	Facility Maintenance	Month	36	\$487.71	\$17,557.56
<b>Total</b>					\$449,199.00

Prompt payment discount: 2% 10 days, net 30.

## 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 Facilities Director 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 all applicable policies. **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.	<b>Bodily Injury and Property Damage</b> 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  \$1,000,000 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



- 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.

2018 Insurance Requirements

Facility and Property Management

Custodial Services

08/17/2018 sw Risk Management

Valid Through 12/31/2018

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No product warranty is required by this Agreement therefore, Section 8 warranty subsections(A) and (B) are null and void.