



Exhibit B

25-74-P - Annual Contract for Custodial Services

Project Overview

Project Details	
Reference ID	25-74-P
Project Name	Annual Contract for Custodial Services
Project Owner	Nicole Haney
Project Type	RFP
Department	Public Services
Budget	\$0.00 - \$0.00
Project Description	The City of Lewisville is accepting competitive sealed proposals for the Custodial Services. (All questions must be submitted on Bonfire in the questions and answers section. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.)
Open Date	May 24, 2025 11:00 AM CDT
Intent to Bid Due	Jun 23, 2025 1:00 PM CDT
Close Date	Jun 23, 2025 1:00 PM CDT
Highest Scoring Supplier	Score



Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Jun 23, 2025 1:27 PM CDT	Nicole Haney
01 - Custodial Specifications and Required Documents	Jun 23, 2025 1:27 PM CDT	Nicole Haney
25-74-P Custodial Services (BT-67KO)	Jun 23, 2025 1:27 PM CDT	Nicole Haney

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Nicole Haney	Jun 23, 2025 1:28 PM CDT	No
Margaret Byrd	Jun 24, 2025 9:05 AM CDT	No

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Numeric		
						Unit Price	Total Cost	
Not Bidding	No Bid	#1-1	Monthly Cleaning Cost	12	month		-	
Not Bidding	No Bid	#1-2	Cleaning of hard surface floors	2	cycle		-	
Not Bidding	No Bid	#1-3	Carpet cleaning	1	Year		-	
Not Bidding	No Bid	#1-4	Window Cleaning	1	year		-	
Basket Total								\$ 0.00

Library and Community Room

Not Bidding	No Bid	#2-1	Monthly Cleaning Cost	12	month		-	
Not Bidding	No Bid	#2-2	Cleaning of hard surface floors	2	cycle		-	
Not Bidding	No Bid	#2-3	Carpet cleaning	1	Year		-	
Not Bidding	No Bid	#2-4	Window Cleaning	1	year		-	
Basket Total								\$ 0.00

Support Building (LPSC)

Not Bidding	No Bid	#3-1	Monthly Cleaning Cost	12	month		-	
Not Bidding	No Bid	#3-2	Cleaning of hard surface floors	2	cycle		-	
Not Bidding	No Bid	#3-3	Carpet Cleaning	1	Year		-	
Basket Total								\$ 0.00

Police Department/ Fire Admin

Not Bidding	No Bid	#4-1	Monthly Cleaning Cost	12	month		-	
Not Bidding	No Bid	#4-2	Cleaning of hard surface floors	2	cycle		-	
Not Bidding	No Bid	#4-3	Carpet Cleaning	1	Year		-	
Basket Total								\$ 0.00

Steve McFadden Law Enforcement Center/Jail

Not Bidding	No Bid	#5-1	Monthly Cleaning Cost	12	month		-	
Not Bidding	No Bid	#5-2	Cleaning of hard surface floors	3	cycle		-	
Basket Total								\$ 0.00

City Hall and Well House

Not Bidding	No Bid	#6-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#6-2	Cleaning of hard surface floors in City Hall	2	cycle		-
Not Bidding	No Bid	#6-3	Carpet Cleaning	1	year		-
Not Bidding	No Bid	#6-4	Window Cleaning of City Hall	1	year		-
Basket Total							\$ 0.00

Public Services/Kealy Operations Center

Not Bidding	No Bid	#7-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#7-2	Cleaning of Hard Surface Floors	2	cycle		-
Not Bidding	No Bid	#7-3	Carpet Cleaning	1	Year		-
Basket Total							\$ 0.00

Parks Maintenance Shop

Not Bidding	No Bid	#8-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#8-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#8-3	Carpet Cleaning	1	Year		-
Basket Total							\$ 0.00

Hedrick House

Not Bidding	No Bid	#9-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#9-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#9-3	Carpet Cleaning	1	Year		-
Basket Total							\$ 0.00

Fleet and Facilities Building

Not Bidding	No Bid	#10-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#10-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#10-3	Carpet cleaning	1	Year		-
Not Bidding	No Bid	#10-4	Window Cleaning	1	year		-
Basket Total							\$ 0.00

Animal Shelter and Adoption Center

Not Bidding	No Bid	#11-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#11-2	Cleaning of hard surface floors	2	cycle		-

Not Bidding	No Bid	#11-3	Carpet Cleaning	1	Year		-
Not Bidding	No Bid	#11-4	Window Cleaning	1	Year		-
Basket Total							\$ 0.00

MCL Grand Theater

Not Bidding	No Bid	#12-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#12-2	Floor Deep Cleaning	1	Year		-
Not Bidding	No Bid	#12-3	Window Cleaning	1	Year		-
Not Bidding	No Bid	#12-4	Chair Cleaning/Upholstery Cleaning	2	Year		-
Basket Total							\$ 0.00

Wellness Center (Clinic)

Not Bidding	No Bid	#13-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#13-2	Cleaning of hard surface floors	2	cycle		-
Basket Total							\$ 0.00

Vistor Information Center (VIC)

Not Bidding	No Bid	#14-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#14-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#14-3	Carpet Cleaning	1	Year		-
Basket Total							\$ 0.00

Jerry Galler Public Safety Training Center

Not Bidding	No Bid	#15-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#15-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#15-3	Carpet Cleaning	1	Year		-
Basket Total							\$ 0.00

HR Training CrossFit Facility (Workout Room)

Not Bidding	No Bid	#16-1	Monthly Cleaning Cost	12	month		-
Basket Total							\$ 0.00

Wastewater Treatment Plant

Not Bidding	No Bid	#17-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#17-2	Cleaning of hard surface floors	2	cycle		-

Not Bidding	No Bid	#17-3	Carpet Cleaning	1	Year		-
Not Bidding	No Bid	#17-4	Window Cleaning	1	Year		-
Basket Total							\$ 0.00

Wastewater Building 2

Not Bidding	No Bid	#18-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#18-2	Cleaning of hard surface floors	2	cycle		-
Basket Total							\$ 0.00

Water Treatment Plant

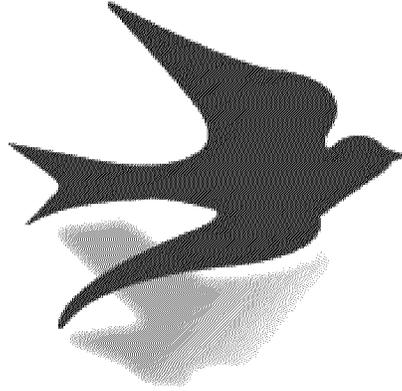
Not Bidding	No Bid	#19-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#19-2	Cleaning of hard surface floors	2	cycle		-
Not Bidding	No Bid	#19-3	Carpet Cleaning	1	Year		-
Not Bidding	No Bid	#19-4	Window Cleaning	1	Year		-
Basket Total							\$ 0.00

Porter Services

Not Bidding	No Bid	#20-1	Monday - Friday Rate	4160	hour		-
Not Bidding	No Bid	#20-2	Weekends/After hours Rate	520	hour		-
Basket Total							\$ 0.00

Frederick P. Herring Recreation Center

Not Bidding	No Bid	#21-1	Monthly Cleaning Cost	12	month		-
Not Bidding	No Bid	#21-2	Cleaning of hard surface floors	3	cycle		-
Not Bidding	No Bid	#21-3	Carpet cleaning	1	Year		-
Basket Total							\$ 0.00
Grand Total							\$ 0.00



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

CITY OF LEWISVILLE

ANNUAL CONTRACT FOR CUSTODIAL SERVICES

REQUEST FOR PROPOSAL

#25-74-P

Proposals Due: Monday, June 23, 2025 – 1:00 pm

**SPECIFICATIONS
ANNUAL CONTRACT FOR
CUSTODIAL SERVICES
RFP #25-74-P**

INTRODUCTION

The purpose of this specification is to define the janitorial services requirement for various facilities owned and operated by The City of Lewisville that are included in this contract. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. This is an all-inclusive contract for Custodial Services, including all cleaning, supplies and consumable products.

GENERAL

Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. The City reserves the right to purchase more or less, as needed.

All pricing must be inclusive of transportation, labor, insurance, tools, materials, consumables and supplies, and incidental charges. **Contractor unit price must include the cost of all consumables.** Trip charges and/or mileage charges will not be authorized.

Custodial Services must be provided during non-business hours whenever possible and in compliance with building hours and special circumstances as listed on the line item for each individual building.

CONTRACTOR RESPONSIBILITY

The contractor shall provide safety data sheets of all chemicals used in each building. Safety data sheets (SDS) will remain at each location.

- The contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor is required to supply all other items necessary to clean all areas in accordance with specifications contained herein.
- Contractor's equipment shall be in good repair and able to operate efficiently and safely. Equipment shall be maintained clean to present a neat, professional appearance, in serviceable condition.
- The City will provide liquid soap, toilet tissue, trash can liners, and paper hand towels. Contractor may be responsible for the distribution of these supplies. Consumable supplies are not to be utilized for cleaning by the Contractor.

WORK AND STAFF PLANS

Contractor must provide to the City, in writing, how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Everything proposed including procedure, regularity, and staffing for each location, item, and task must be defined.

Work and Staff plans must be developed for each building and be as detailed as possible. Plans must be submitted as part of the proposal and followed throughout the term of the contract. Penalties may be applied if Contractor does not follow Work and Staff plans as submitted.

Plans must include the following minimum information:

- Each type of item and area that will be cleaned, the procedure by which it will be cleaned, the materials or equipment that will be used, and the regularity of the procedure.
- The minimum staff that will be provided for each building, as well as the staff member's activity in the building.
- Procedure to be used to manage recyclables.
- Staff transportation method. The Contractor must demonstrate the ability to get staff to the work site.
- The anticipated times for cleaning each building. Once the Custodial staff enters a facility the entire facility must be cleaned then re-secured. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**

QUALITY CONTROL PLAN

A Quality Control Plan must be submitted with the Contractor's proposal to assure the high state of readiness and cleanliness of the contract buildings. The plan must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected. The plan must detail methods of identifying deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.

SUPERVISOR

A supervisor shall be present and/or available to coordinate with the Facilities Supervisor and the contractor's staff at all times that crews are working in the City and must speak fluent English – no exceptions.

BUILDING PORTER

- Porter is to be provided as requested by the City.
- One position will be stationed at the Library/Annex/Fred Herring and will be responsible for maintaining these areas as per the schedule provided by the City.
- One position will be stationed at Lewisville Grand Theater and City Hall and will be responsible for maintaining this location as per the schedule provided by the City.
- A minimum of four (4) hours will be paid by the City when requesting Porter Service

KEY PERSONNEL

The Contractor must have a **minimum** of sixteen (16) employees assigned to this project at all times and must maintain this throughout the contract. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facilities Supervisor immediately in writing of all changes on contract personnel by

submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does constitute a satisfactory security risk, his/her employment on the contract will be denied.

- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City within 1 business days. Contractor must coordinate with Facilities Supervisor to obtain security permissions included but not limited to background checks and CJIS certification within 10 business days after notice.
- Personnel must be dressed in neat uniform at all times. Uniform to include company name. Shirt tails must be tucked in, no low riding pants or exposure of undergarments. Personnel arriving to work dressed inappropriately will be sent home and Contractor's supervisor will be notified immediately for replacement personnel.
- All work assignments of the custodial personnel will be coordinated with Facilities or designee and will include (but not limited to) the duties as listed per location in the Cleaning Schedule and Building Information document.

The Contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules
- Maintenance or replacement of cleaning equipment
- Notifying the City of any personnel changes
- Training of new personnel.

Personnel responsibilities include, but are not limited to:

- Report all fires, hazardous conditions, water leaks and items in need of repair to the proper authorities.
- Turn in personal items found during cleaning to City personnel.
- Close windows; turn off portable fans and heaters when not in use.
- Do not remove items on desks or office floors while cleaning.
- Do not unplug or turn off computers, copy machines, typewriters or other electrical equipment.
- Discard only the contents of the waste containers. No other items are to be thrown away without the express instruction of the building occupants.
- Office doors are to be left as found upon arrival after the area has been cleaned.
- Lights are to be turned off after completion of cleaning unless the area is occupied. Certain lights shall be left on for security reasons, to be designated by City personnel.
- Recycling and refuse shall be managed as directed by The City and placed in the appropriate designated dumpsters.
- Security access/burglar alarm system must be disarmed when entering and armed when leaving the facility.
- Must be able to clean Biohazards including but not limited to blood, vomit, and waste.

ALL PERSONNEL

- **Background Check:** The Contractor must provide the City with the full legal name, maiden name if applicable, social security number and legal address of Contractor and

employees working in City facilities. **Contractor and all employees who will work in buildings owned by the City will be required to provide a background check to the Facilities Supervisor for verification. Any personnel that will be working in sensitive areas of the City will be required to be cleared through a CJIS background check, in addition all personnel working in sensitive area will be required to pass a CJIS test before they are allowed on property. The CJIS background check will need to be given to the Facilities Supervisor for verification.** Personnel will not be allowed in City buildings prior to the completion of a background investigation. The City will cover this expense.

- **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. Contractor shall provide a training outline to the City's Facilities Supervisor upon request by the City. Training plans must include, at a minimum, general cleaning practices, and janitorial specific safety training.
- **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons.

EMPLOYEE LIST

The Contractor shall provide to the City's Facility Supervisor or designee an accurate list of all personnel who will be involved with this contract, including Janitorial and Management staff, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work. Changes to the list shall be reported, in writing, to the City's Facility Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Facility Supervisor, unless it is after hours, then the next business morning shall be acceptable.

BACKUP STAFF

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

UNAUTHORIZED PERSONNEL

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and /or other relatives. **Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.**

DISCIPLINE

At the City's request the Contractor shall immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- Theft, vandalism, use of City property, immoral conduct or any other criminal action.
- Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances which produce similar effects while on duty.

EMERGENCY CONTACT

An accountable and liable 24-hour point of contact must be provided with a cell phone or pager number. This point of contact will be contacted in the event of an emergency and must speak fluent English.

EQUIPMENT

All necessary cleaning equipment and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor. The following major equipment is needed at all buildings and must remain in the buildings. In emergency situations, City personnel may use this equipment for clean up purposes during regular business hours.

- Commercial upright vacuum cleaner and backpack unit;
- Mop/Mop Bucket;
- Push Broom/Dust Pan;
- Commercial wet/dry vacuum;
- Dusting equipment sufficient to reach all areas of the buildings;
- High speed floor buffing machine.

ACCESS/IDENTIFICATION CARDS AND KEYS

Custodial personnel entering City facilities will be provided a card for access and identification.

- All custodial personnel must carry Access/Identification cards whenever performing services on City property.
- Access/Identification cards must not be switched among employees and, must be returned upon the City's request, the employee separation or, contract termination. Failure to return card as described will result in a deduction from the Contractor's monthly payment in the amount of one hundred (\$100.00) per occurrence.
- Custodial Personnel may be issued keys for specific City Facilities.
- The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor are not lost or misplaced and are not used by unauthorized persons.
- Keys issued to custodial personnel must not be duplicated.
- Keys must be must not be switched among employees and, must be returned upon the City's request or termination of the contract.

- **At no time will the awarded Contractor or Contractor’s employee assist entry of anyone other than Contractor’s employee into City buildings. Non-employee, non-cleaning persons must not be on site while cleaning is being performed.**
- The City’s Facility Supervisor must be made aware of changes in custodial personnel, such as separations and new hires. New hires are not allowed until background checks are processed and approved.

SPECIAL CONSIDERATIONS AND CIRCUMSTANCES

City Council Meetings – No Cleaning will commence in or near the City Council Chambers or Atrium in City Hall on the 1st and 3rd Mondays of each month while City Council Meetings are in progress. Cleaning of these areas on the 1st and 3rd Mondays will be required at the conclusion of the City Council Meeting.

Hedrick House – Due to the “As Rented” use of the Hedrick House, this building must be checked and cleaned as scheduled.

Lewisville Grand Theater – Due to the nature of performance and event schedules, the City will provide a monthly event schedule for the building.

Police/Fire Training Facility – This is a training facility for police and fire staff; cleaning schedule may vary week to week, but cleaning schedule will be provided by the City.

Work Schedules – Custodial work schedules may require modification to accommodate long-term changes in City operations, special events or, conditions. Examples of “long-term changes”, “special events” or, “conditions” may include a change in Library operating hours, voting sessions, or an area getting cleaned too seldom or too often.

Jail Entrance - The awarded Contractor or, Contractor’s employee must always contact the Jailer prior to entering the Jail area. **At no time should Contractor or, Contractor’s employee be in the Jail area when a prisoner is not locked in a cell.**

Jail Cleaning - Jail cells that are not holding prisoners will be cleaned. Jail cells holding prisoners will not be cleaned on that day or, the prisoner may be moved at the janitor’s request, to a clean cell so the other may be cleaned. This facility is occupied 24/7 and must be scheduled to clean all days of the week. **The holiday schedule does not apply to this location.**

Dispatch - This facility is occupied 24/7 and must be scheduled for cleaning all days of the week. **The holiday schedule does not apply to this location.**

Temporary Facility - Will be communicated to the Contractor.

Tittle McFadden Public Safety Center (LPSC) – Will be opening in 2025 and will be added to all schedules.

Municipal Annex – This facility is currently undergoing a remodel and may have adjusted work schedules that will be communicated by the Facilities Supervisor to the Contractor.

The Community Room is included in this location but the cleaning schedule will be provided by the Library.

Holiday Closings - City facilities are closed and will not require cleaning on the following Holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Trash Collection/Recycling – Cleaning tasks includes trash and recyclables to be collected throughout the facilities. City facilities include containers (desk side & common areas) for separating recyclable materials from the trash. Contractor's employees must collect recyclables; keep them separate from trash and place in recycling dumpsters on site.

The occurrence of any of these circumstances must not affect the contract price. A change in the contract price may only be negotiated at the City's request in the event new or additional work is requested.

City Facilities may be temporarily closed or have modified hours for reasons including but not limited to power outages, natural disasters, fires, viral outbreak, or other unanticipated events. City staff will make every effort to communicate closures or operating hour changes in a timely manner to the Contractor's staff.

DESCRIPTIVE LITERATURE

Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information with regard to equipment and supplies to be furnished under this contract shall be submitted with Contractor's proposal.

INSURANCE/BOND

Insurance and a Commercial Crime policy/Fidelity Bond shall be supplied by the contractor within ten (10) days of notification of award. Insurance is as detailed in Insurance Requirements of this proposal document. A Commercial Crime policy or Fidelity Bond for a minimum of \$25,000.00 is required. The insurance and bond must be approved by the City prior to the commencement of work and shall remain in effect throughout the entire duration of this contract.

LEGAL COMPLIANCE

Contractor shall comply with all State and Federal laws, rules, and regulations concerning maximum hours worked, environmental conditions, and other employee considerations, affecting the performance of the contract.

ASSIGNMENT

The successful Contractor shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent from the of City.

CONTRACT TERM

The successful contractor will be required to enter into a contract with the City. This request for proposal, submitted documents, and any negotiations, upon acceptance by the City, may become

part of or be used to develop a contract that is equally binding between the successful contractor and the City.

The initial term the contract shall be a period of twelve (12) months. The term of the contract may be extended, if agreed upon by all parties, for up to four (4) additional twelve (12) month periods. The City shall have the right to terminate the contract at any time, without penalty, upon thirty (30) days written notice to contractor.

The City reserves the right to add square footage and additional facilities to the contract, without a penalty. In this case the amount to be added to the contract shall be negotiated and agreed upon by the City and the Contractor, and a change order to the contract shall be issued before the additional work begins.

The City reserves the right to delete square footage from the contract, without a penalty, decreasing the parts of, or the entire building(s) to be cleaned. Thirty-day (30) notice will be given to the contractor before any deletions are made. In this case, the amount to be deducted from the contract shall be based on the percentage of square feet deleted in comparison to total building and a change order to the contract shall be issued.

TERMINATION OF CONTRACT

Should the Contractor, in the opinion of the City, fail to faithfully comply with the intent of the Contract as executed or render an unsatisfactory performance of the work pertinent to the contract, this Contract may be promptly terminated, in whole or in part, by the City with prior written notice. In such event, nothing contained herein shall be construed or interpreted as to prevent the City from immediately entering into another contract with another contractor for an unabated continuance of this critically needed service. Monies owed to the Contractor for services rendered to the date of termination shall not constitute a prolonging of the contract.

PERFORMANCE OF CONTRACT

City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award.

PENALTIES

- **Keys:** The Janitorial Services Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system, plus one hundred dollar (\$100.00) fine per occurrence.
- **Alarm System:** Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of one hundred dollars (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

- **Doors:** Any doors left unlocked, or alarm unset by the Contractor or Contractor's employee when leaving the building will be subject to a fee of \$200.00. In the event a door cannot be locked or an alarm set, the Contractor or Contractor's employee must notify the Police Department and Facilities Supervisor. Building exterior doors must not be left open for extended periods, in the event that they are a fee of two hundred dollars (\$200.00) will be deducted from the Contractor's monthly payment for each offense. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**
- **Damages:** The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
- **Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the options of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
- **Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Lewisville in writing.
- **Energy Conservation:** The Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on the light fixtures ONLY IN AREAS where work is in progress and turning off all lights when work is completed.
- **Recycling:** If it is determined that the Contractor or the Contractor's employees, are not maintaining recyclables from the trash, one hundred dollars (\$100.00) penalty fee will be deducted from that month's payment per occurrence.
- **Unauthorized Use:** If it is determined that the Contractor or the Contractor's employee, while providing contracted services, has used any City property or equipment (I.E., computers, copiers, fax machines, etc.) for personal use or for any reason not previously approved by the Internal Services Manager, the City reserves the right to immediately terminate the Contract in whole or in part.
- **Personnel:** Should replacement personnel or regular scheduled personnel not report to work as scheduled, the Contractor must notified the Facilities Supervisor within one (1) hour and the City will deduct a penalty of two hundred dollars (\$200.00) per incident from the monthly payment.
- **Scheduling:** In the event crews are absent from the building during regularly scheduled cleaning, an amount equal to twice the daily cost of cleaning each building, based on a thirty (30) day month, will be deducted from the Contractor's monthly payment for each day of the absence. In addition, penalties listed above will apply as well if the City chooses to use City personnel or another contractor to clean the affected area.
- **ID Cards:** In the event an access/id card is lost, stolen, or not returned, the Contractor's monthly payment will be reduced by one hundred dollars (\$100.00) for each incidence.
- **Should the Contractor fail to perform the required general specifications, a hundred dollar (\$100.00) per occurrence penalty fee will be deducted from that month's payment, and a copy of the violation forwarded to the Contractor's Supervisor.**

PROPOSAL DELIVERABLES

All proposals are to contain the following:

- **Title Page/Letter** - Showing proposer's business name, the name, address, telephone number, fax number, and email address of the contact person and the date of submission. The letter should also contain a statement as to why proposer feels their firm is the best qualified to provide the requested services. Include the history of the company, number of years in business and a listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years.
- **Experience/References** - Provide a list of the contractor's experience with like services to other similar clients, **including municipalities**. Describe the size and the type of project, scope of work, original budget, and length of time of contract. List dates of service, current phone number and email address of clients' representative(s) that can attest to the quality of services received. Include three (3) references. Local and/or municipal references preferred.
- **Work & Staff Plan** - Contractor must provide to the city how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Proposal must include procedure, regularity, and staffing for each location, item, and task must be defined.
- **Price** – Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. All pricing must be inclusive of transportation, labor, insurance, tools, materials and supplies, and incidental charges. Pricing is to be submitted in the "Proposal Pricing" section on Bonfire. **Do not include pricing within your other RFP paperwork.**
- **Purchasing Documents** – Provide all purchasing documents that require a signature.
- **Quality Control Plan** – Provide a plan that must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected.

Vendor Qualifications & References - Providing Custodial Services must be the Contractor's principal business. Proposals must include the Contractor's work history and references for three (3) years for cleaning public facilities and complexes equal to the size of this contract. References must have valid contact names and phone numbers. Contractor shall submit information on its supervisory staff assigned to the project; provide headquarters, nearest office, and managing office for the project stated herein; and show level of organizational responsibility of key project staff members by submitting resumes. If applicable, Contractor shall submit information on its corporate sustainability goals and environmental responsibility practices.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

See Questionnaire:

- References and Experiences (Questions 1, 2, 3, 4, 16, 17, 18) 25 pts
- Work and Staff Plan (Questions 5, 6, 8, 9, 10, 19) 25 pts
- Quality Control Plan (Questions 7, 11, 12, 13, 14) 20 pts
- Sustainability Plan (Questions 1, 2, 14, 15) 10 pts
- Price (Bid Table) 20 pts

GENERAL INFORMATION

The RFP will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office. Proposals may be uploaded to Bonfire or delivered to the City of Lewisville Finance Administration – Purchasing Division at the address below, in a sealed envelope or box, clearly marked:

**RFP: 25-74-P ANNUAL CONTRACT FOR
CUSTODIAL SERVICES**

DATE: June 23, 2025 – 1:00 p.m.

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Kristi Byrd, Contract Specialist
Nicole Haney, Buyer
151 W. Church Street, Lewisville, TX 75057

Sealed RFPs, **one (1) original and one (1) PDF copy on a flash drive**, will be received by the Purchasing Division until **1:00 p.m., CST, Monday, June 23, 2025**.

The deadline for questions will be listed on Bonfire. All questions pertaining to this proposal must be submitted in writing via Bonfire. No verbal clarification will be given. **Questions will be answered on Bonfire via an Addendum.**

No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFP proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of ninety (90) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

An evaluation committee consisting of representatives from City departments will review proposals. Upon review of the proposals, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting proposals are expected to comply with federal, state, and local laws and regulations relative to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

PRE-PROPOSAL

A pre-proposal conference will be held at the date and time specified on Bonfire. While attendance of the pre-proposal conference is not mandatory, it is recommended due to the nature of the project.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

QUESTIONNAIRE/REQUIREMENTS FOR CUSTODIAL SERVICES

In addition to the written proposal that demonstrates the Proposer's understanding of the RFP, each Proposer shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to this questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected. **All responses must be submitted in the same order as the questionnaire and directly cite the question number being addressed.**

- 1) Describe your firm's qualifications to provide the services specified in this RFP. Provide the firm's vision, mission statements, and key services offered. Include a description of your firm's commitment to environmental responsibility and sustainability.

- 2) What are your firm's professional affiliations and accreditations? Does your firm have any third-party certifications regarding environmental responsibility commitments?

- 3) Has your company or officers that are involved within the organization, either presently or within the past 5 years, been involved in any legal litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.

- 4) Has your organization ever failed to complete any work awarded? Or, after your organization has been awarded a contract, have you had any contracts terminated early and why?

- 5) What will be the mode of communication between onsite staff, shift leads, management, and City of Lewisville staff?

- 6) What will the corrective action procedure be to ensure that problems are solved quickly and not repeated?

- 7) Describe your firm's established "proactive" Quality Control program that you will be providing to the City that ensures a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.

- 8) Will the account supervisor assigned to the City be responsible for other accounts?

9) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.? Note: Background checks must comply with city requirements.

10) How does your company recruit employees? How many full-time employees does your company employ? How many part-time employees does your company employ? Regarding all employees within your organization, how many are located in the DFW area? Do you provide benefits to all employees?

11) Include a summary of your firm's training and injury/illness prevention and safety programs.

12) Is your firm planning to subcontract portions of the work? Yes ____ No _____. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

13) Provide a detailed list of the equipment that will be used to complete the requirements of this contract.

14) What chemicals will be used in the course of cleaning? Please provide a detailed list of the products and their purpose. Are products Green Seal certified?

15) Discuss your company's experience with handling recycled materials in facilities with recycling programs for paper, plastic, cardboard, metal beverage containers, etc. What training do you provide to your employees to ensure recyclables collected are kept separate from trash?

16) Provide detailed description of services your company has supplied to entities that involve cleaning of:

- a) Municipal Government Entities
- b) Jails
- c) High Security Areas

17) Provide a copy of your company's certificate of insurance, , and W-9.

18) List three references on this questionnaire.

19) Simplify the work plan for The City of Lewisville. Regarding monthly cleaning services, please include estimated hours for custodial services per building, number of estimated staff that will be on site per building, and estimated time of day staff will provide this service.

References – Vendor Work History

Provide three contracts similar in size, complexity, and type during the past five years that your company has been awarded. Example: Municipalities, libraries, high security areas and high traffic public facilities.

- 1) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

- 2) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

- 3) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

The City reserves the right to contact any customer you have provided services to in order to document the quality of services provided.

Work Plan

Show proposed work schedule to perform this contract.

	Number of days per week to clean:	Number of estimated hours to clean facility per day:	Number of custodial staff that will be on site to clean per day:	Estimated time of day cleaning:
1. City Hall & Well House	5			
2. Municipal Annex	5			
3. Dispatch	7			
4. Lewisville Grand Theatre*	7			
5. Library/Community Room*	6			
6. Fleet & Facilities Building	5			
5. Police & Fire Temporary Building	5			
6. PD Jail*	7			
7. Fred Herring Recreation Center*	7			
8. Hedrick House*	5			
9. Kealy Operations Center	5			
10. Park Operations	5			
11. Animal Shelter & Adoption	5			
12. Wellness Center	5			
13. Victors Information Center	5			
14. Water & Wastewater Treatment	5			
15. Police Firing Range*	5			
16. CrossFit Facility (Workout Room)	5			
17. Lewisville Public Safety Complex	(Opens 2025)	(Opens 2025)	(Opens 2025)	(Opens 2025)

*Schedule may change as per events, rentals, and training schedule.

SUPPLEMENTAL TERMS AND CONDITIONS

Upon notification of award by the City, the contractor shall have 21 calendar days to have a minimum of sixteen (16) employees cleared through a background check and must provide the background check to the Facilities Supervisor for verification prior to beginning actual work. Within ten (10) business days after notice from the Facilities Supervisor any employees working in sensitive areas of the City will be required to be cleared through a CJIS background check and must provide the CJIS check to the Facilities Supervisor for verification. In the event the contractor does not have a minimum of sixteen (16) employees cleared for work, the City, at its discretion, may terminate this contract.

Each vendor must include on the questionnaire a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal.

City of Lewisville reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Company Name

Signature

Date

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ **Date:** _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM
NAME
TITLE

AUTHORIZED
REPRESENTATIVE
&

STREET ADDRESS and/or P.O. BOX
NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but

unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

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

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

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

16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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

20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

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

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

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

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27.INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28.TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30.INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY

PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the

Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

CITY OF LEWISVILLE PURCHASING DIVISION

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Bidder (Print Name):	
Bidder Signature:	I
Job Title:	I
Signature of company official authorizing this bid:	
Company Official (Print name):	I
Job Title:	I

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to four (4) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed one hundred and eighty (180) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION - SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability - as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises - Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

03/21/2018

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation - All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, WDGMENTS, COSTS AND EXPENSES FOR PERSONAL INWRY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE ORF AULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENT AL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CLEANING SCHEDULE

	Building	Cleaning	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Animal Shelter	6 Days	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	
2	City Hall & Well House*	5 Days	After 11:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
3	Dispatch	7 Days	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM	After 9:00 PM
4	Fleet & Facilities Building	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
5	Fred Herring Rec Center*	7 Days	After 9:30 PM	After 9:30 PM	After 9:30 PM	After 9:30 PM	After 9:30 PM	After 9:30 PM	After 9:30 PM
6	Hedrick House*	5 Days			After 10:00 PM	After 10:00 PM	After 2:00 AM	After 2:00 AM	After 2:00 AM
7	HR CrossFit Facility	5 Days	After 8:00 PM	After 8:00 PM	After 8:00 PM	After 8:00 PM	After 8:00 PM		
8	Jail*	7 Days	After 7:30 PM	After 7:30 PM	After 7:30 PM	After 7:30 PM	After 7:30 PM	After 7:30 PM	After 7:30 PM
9	Kealy Operations Center	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
10	Library & Community Room*	6 Days	After 10:00 PM	After 10:00 PM	After 10:00 PM	After 10:00 PM	After 10:00 PM	After 10:00 PM	
11	MCL Grand Theater*	7 Days	After 12:30 AM	After 12:30 AM	After 12:30 AM	After 12:30 AM	After 12:30 AM	After 12:30 AM	After 12:30 AM
12	Municipal Annex	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
13	Parks Operations	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
14	Police Department/Fire Admin	6 Days	After 8:00 PM	After 8:00 PM	After 8:00 PM	After 8:00 PM	After 8:00 PM	After 8:00 PM	
15	Police Firing Range *	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
16	Support Building (LPSC)	5 Days	After 6:00 PM	After 6:00 PM	After 6:00 PM	After 6:00 PM	After 6:00 PM		
17	Visitors Information Center	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
18	Wastewater Admin	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
19	Wastewater Building	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
20	Water Treatment Plant	5 Days	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM	After 5:30 PM		
21	Wellness Center	5 Days	After 5:00 PM	After 7:00 PM	After 5:00 PM	After 7:00 PM	After 5:00 PM		

* Schedule may change as per events, rentals and training schedule

FACILITY SQUARE FOOTAGE

Building	Sq. Ft	Total	Carpet	Tile	VCT	Concrete	Wood	Epoxy	Wood
	Break out	Sq. Ft.				Sealed/Polished		Resin	Laminate
City Hall	Offices	51,889	45,194	6,167	528				
Annex		34,822							
	ITS (Old PARD)		3,241						
	Courts		4,212						
	Court Room		3,420						
	ITS		4,788						
	Dispatch 911		1,460		300				
	Police Administration		7,090						
	Attorney		1,500						
	Annex Common Areas		3,500	4,686					
	Breakroom				625				
Library		72,000							
	Children's Library		18,330		250				
	Community Room				3,420				
	Library Addition		46,414	1,040	2,546				
Lewisville Grand Theater	Arts Center	21,358	3,887	1,251	2,971	6,487	4,282		2,480
Parks Maintenance	Office	4,900	2,176			2,724			
Recreation Centers									
	Hedrick House	4,408	1,296	3,112					
	Herring Rec Center	29,990	1,287	2,881	23,902				1,920
Police Dept/Fire Admin	Police/Jail	25,799	8,918		14,881	2,000			
Jail	Jail	13,833				13,833			
Training Facility	Gun Range	5,011	2,000	511	2,000	500			
Kealy B & C	Offices	5,500	938		4,562				
Kealy D	Offices	9,600	5,668			3,932			
	Traffic Division	1,584	624		960				
Fleet & Facilities Building	Admin Area	7,161	1,417	1,981		3,763			
Police/Fire Admin Temp Bldg	Admin	22,615	13,800	815	8,000				
Treatment Plants									
	Water Treatment Plant	800	200		600				
	Wastewater Treatment Plant	2,750	750		2,000				
	Wastewater Building 2	920							
Animal Shelter	Offices	6,275	983	265	4,537			490	
Well House	Offices	931	931						
CrossFit Facility	Workout Facility	3,000		130	2,400	470			
Visitor Information Center (VIC)	Office	4,000	3,255	345	400				
Wellness Center	Office	2,250							
Support Building (LPSC)	Office	19,789							
Police and Fire Admin (LPSC)	Office	75,419							
Total Sq. Ft.		426,604	187,279	23,184	74,882	33,709	4,282	490	4400

CITY STAFFING LEVELS

Building	Approx. # of City Staff	Comments
Animal Shelter	16	
Annex	85	
City Hall & Well House	100	During business hours
CrossFit Facility (Workout Facility)	12	Used by City Staff
Fleet & Facilities Building	22	Around 30 - 50 customers daily
Fred Herring Rec Center	8	Approx. 165 patrons daily
Hedrick House	125	Not permanently occupied, rental property up to 125 patrons
Kealy Operation Center	88	During business hours
Lewisville Grand Theater	7 FT & 10 PT	Depending on the performance and event schedule. Bldg may have anywhere from 50-400 patrons at once. Monthly schedule can be provided.
Library	43	Approx. 1000 patrons daily
Parks Maintenance	41	During business hours
Police/Fire Temp Building	60	Police/Fire Admin Staff
Police/Firing Training Center	15	Not permanently occupied. 10-15 employees during training session
Steve McFadden (JAIL)	21	Jail can house approx. 20 prisoners
Vistor Information Center	6	
Wastewater Treatment Plant	26	
Water Treatment Plant	14	
Wellness Center	4	Approx. 10-15 patients daily

PORTER SERVICE HOURS

Location	Monday	Tuesday- Friday	Saturday
PORTER #1			
Library/Fred Herring/Annex	8 AM - 6 PM (1 hr Lunch)	8 AM - 6 PM (1 hr Lunch)	10 AM - 6 PM (1 hr Lunch)
Porter #1 Hours	9 hrs	9 hrs	7 hrs
PORTER #2			
Location	Monday	Tuesday- Friday	Saturday
Grand Theater	n/a	8 AM - 5 PM	1 PM - 5 PM
City Hall	1pm-5pm	8 AM - 5 PM	n/a
Porter #2 Hours	4hrs	8 hrs	4 hrs
Total Hours Per Day	13 Hrs	17 Hrs	11 Hrs

Note: Porter #1 will take rounds at three locations
Porter #2 will work at Grand Theater and City Hall

CITY BUILDING AND ADDRESSES

Animal Shelter	995 E. Valley Ridge
Annex/Community Room/	1197 W. Main St
Central Fire Station	188 N Valley Parkway
City Hall	151 W. Church St
Facilities and Fleet building	751 E. Valley Ridge Blvd
Fred Herring Rec Center	191 Civic Circle
Hedrick House	1407 Creek View Dr
HR CrossFit Facility	682 N Garden Ridge Blvd, Suite 220
Jerry R Galler Training Center	701 Treatment Plant Rd
Kealey Complex	1100 N Kealey
Law Enforcement Center Jail	1187 W Main Street
Library	1197 W. Main St
MCL Grand Theatre	100 Charles St
Police Station/ Fire admin	1187 W. Main
Support Building (LPSC)	184 N Valley pkwy
Visitor Information Center (VIC)	247 W Main Street
Wastewater building 2	897 Treatment Plant Rd.
Wastewater Treatment plant	897 Treatment Plant Rd.
Water Treatment plant	1400 N. Cowen
Well House	151 W. Church St
Wellness Clinic	190 Civic Circle, Suite 272

*Facilities included in the Cleaning Contract but locations can be added or removed.

SCOPE OF WORK

Item	Item	Qty	Unit	Cleaning Schedule
Municipal Annex	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet cleaning	1	Year	
	Window Cleaning	1	year	
Library and Community Room	Monthly Cleaning Cost	12	month	6 days
	Cleaning of hard surface floors	2	cycle	
	Carpet cleaning	1	Year	
	Window Cleaning	1	year	
Lewisville Public Safety Center (LPSC)	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Note - Dispatch (911)				7 Days
Support Building (LPSC)	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Police Department/ Fire Admin	Monthly Cleaning Cost	12	month	6 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Steve McFadden Law Enforcement Center/Jail	Monthly Cleaning Cost	12	month	7 Days
	Cleaning of hard surface floors	3	cycle	
City Hall and Well House	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors in City Hall	2	cycle	
	Carpet Cleaning	1	year	
	Window Cleaning of City Hall	1	year	
Public Services/Kealy Operations Center	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of Hard Surface Floors	2	cycle	
	Carpet Cleaning	1	Year	
Parks Maintenance Shop	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Hedrick House	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Fleet and Facilities Building	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet cleaning	1	Year	
	Window Cleaning	1	year	
Frederick P. Herring Recreation Center	Monthly Cleaning Cost	12	month	7 Days
	Cleaning of hard surface floors	3	cycle	
	Carpet cleaning	1	Year	
Animal Shelter and Adoption Center	Monthly Cleaning Cost	12	month	6 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
	Window Cleaning	1	Year	
MCL Grand Theater	Monthly Cleaning Cost	12	month	7 Days
	Floor Deep Cleaning	1	Year	
	Window Cleaning	1	Year	
	Chair/Upolstery Cleaning	2	Year	
Wellness Center (Clinic)	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	

Vistor Information Center (VIC)	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
Jerry Galler Public Safety Training Center	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
HR Training CrossFit Facility (Workout Room)	Monthly Cleaning Cost	12	month	5 Days
Wastewater Treatment Plant	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
	Window Cleaning	1	Year	
Wastewater Building 2	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
Water Treatment Plant	Monthly Cleaning Cost	12	month	5 Days
	Cleaning of hard surface floors	2	cycle	
	Carpet Cleaning	1	Year	
	Window Cleaning	1	Year	
Porter Services	Monday - Friday Rate	4160	hour	
	Weekends/After hours Rate	520	hour	

QUALITY CONTROL REQUIREMENTS

Services performed under this contract shall be subject to regular inspections by the City of Lewisville representatives. This section outlines the minimum acceptable standards.

FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process.

Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so as to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them. Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. Upon completion of mopping there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

A high speed buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or the solution used. Spray buffing solution shall not be applied to floors nearer than six (6) inches to the baseboard or non-movable fixtures. Surface litters such as paper, gum, rubber bands, paper clips, etc., shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil, and embedded grit.

Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed, or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

GLASS CLEANING

High glass cleaning must be done for up to 12 feet. Most shall be cleaned with telescoping extension poles with squeegees or microfiber heads. Step ladders or A-frame ladders can be used for interior work. Scaffolding or mobile platforms can be used for sustained work or hard to reach angles. Staff must be trained in ladder safety and fall protection for any work above 6 feet. Staff must avoid overreaching and always reposition ladders/platforms as needed. Staff must use non-slip mats and barrier signs around the cleaning zone.

Bullet proof glass (ballistic resistant glass) consists of laminated layers of glass and polycarbonate, making it thicker and heavier than standard glass. This surface can scratch more easily than regular glass due to polycarbonate outer layers. Staff must only use soft materials such as microfiber cloths or soft squeegees—no abrasives or rough pads. The preferred cleaning solution is a mild dish soap and water. Isopropyl alcohol diluted with water for spot removal. No ammonia, acetone, or harsh solvents they can cloud or damage the laminate/polycarbonate layer. Must avoid high pressure or steam because excessive pressure may delaminate the glass layers or compromise the integrity of the laminate. Staff must clean in circles or horizontal motions. Do not scrub forcefully.

Recommended tools are as follows telescoping microfiber mop heads (up to 12 ft reach), rubber-blade squeegees with angle-adjustable heads and ladders with wide bases and rubber footing, cleaning solution bottles with fine mist sprayers, PPE: gloves, eye protection, and harness (if applicable).

Staff must keep records of cleaning products used in case of warranty issues. Clean only with manufacturer-approved solutions for high-end ballistic installations. Avoid adhesive stickers, labels, or tape on bulletproof surfaces; they may damage the coating or leave permanent marks.

GENERAL CLEANING

All dust, lint, litter, and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

Metal desks, file cabinets, chairs, tabletops, etc., and vinyl covered furniture shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish.

Smudges, fingerprints, marks, and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner solutions shall be used on mirrors and windows based on the glass cleaning section. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks, fingerprints, water stains, and removable soil.

Smudges, oily film, dust, and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative are followed.

All interior/exterior trash receptacles shall be emptied and returned to their initial location. Boxes, cans, papers, and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle, or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth.

All recycling program guidelines shall be followed.

Smudges, fingerprints, gum, marks, and graffiti on elevators shall be removed from interior, exterior surfaces, and railings. Elevator floors shall be cleaned in the same manner as other types of floor coverings as specified herein. Soil, streaks, smudges, etc., shall be removed from drinking fountains by spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

RESTROOMS

An approved germicidal, detergent solution shall be used to completely sanitize restroom, including floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.

Restroom cleaning shall include: sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied, liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.

Commodes shall be cleaned daily to remove all rust and stains, inside and outside, with one gallon bucket containing germicidal solution. Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped clean and refilled.

All stainless steel fixtures shall be cleaned daily with a commercial stainless steel cleaner to maintain the appearance of the fixture.

Restroom floors and shower stalls shall be cleaned with mildew cleaner, sanitized with germicidal detergent cleaner, and allowed to dry. In no instance shall a hose or stream of water be used to wash the floor.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

RECYCLING SERVICES COMPONENTS FOR JANITORIAL SERVICES CONTRACT

CITY FACILITY RECYCLING PROGRAM

State law requires municipal governments to implement recycling programs to support the state reaching its own recycling goals as defined in the Texas Solid Waste Act. To comply with this requirement, the City of Lewisville recycles paper, cardboard, and plastic/glass/metal containers from all City facilities. A list of currently recycled materials will be provided to the contractor and updated as necessary (example attached.)

Blue desk-side recycling containers are used in all office areas of City facilities and are clearly labeled with recycling arrows and/or the word "Recycle".

Common area recycling containers are generally located in spaces with copy machines and printers or in employee break rooms. These containers are usually blue in color; however, special use containers in specific areas may be a different color, but will still have the recycling arrows or the word "Recycle" on the container.

Recycling containers for visitors may also be located at the entrances to City facilities and will be clearly marked with recycling arrows or the word "Recycle".

CONTRACTOR RESPONSIBILITIES FOR RECYCLABLE MATERIALS

The contractor is responsible for ensuring that all materials in containers marked for recycling are removed from the collection containers and transferred to the appropriate recycling dumpster as identified by the City. To accomplish this responsibility, contractor shall:

- Empty desk-side recycling containers nightly into a separate recyclable materials container provided by the City and transfer those materials into the appropriate recycling dumpster at the designated facility. No plastic liners are to be placed in the desk-side containers.
- Empty larger common area recycling containers as necessary into the appropriate recycling dumpster at the designated facility. Common area containers shall be lined with clear plastic bags only.
- Empty public use recycling containers located in public areas of City facilities and place materials into the appropriate recycling dumpster at the designated facility. Public use recycling containers shall be lined with clear plastic bags only.
- Collect bulked materials outside of desk-side or common area containers that are clearly marked for recycling (e.g., cardboard and boxes of magazines) and place into the appropriate recycling dumpster at the designated facility.
- Use only clear plastic bags to consolidate materials from desk-side containers into the janitor's collection container for recyclables. **Only clear bags are acceptable in the recycling dumpsters.**
- Flatten cardboard before placing into recycling dumpsters.
- Leave pre-printed note in a prominent location on the desk of employees misusing the desk-side containers. The pre-printed notes will be provided by the City, and will consist of the list of accepted recyclable materials (example attached.)
- Report the location of desk-side recycling containers that are being misused to the Facilities supervisor.
- Keep lids of recycling dumpsters closed.

Failure by contractor to properly handle recyclable materials identified by City may result in penalties.

Do Your Part and Recycle!

The Texas Solid Waste Act requires municipalities to recycle in the workplace. City of Lewisville has provided recycling containers in all work areas and expects employees to comply with recycling practices. Your support of the program is important to its success and we are counting on you to do your part! All of the items below can be placed together in your blue desk-side recycling container or in common area recycling containers – no need to separate them.

Recycle these items:

Paper Products (examples)

Copy paper
Newspapers
Magazines
Phone books
Mixed office papers
Envelopes
File folders
Junk mail
Cardboard (break down)

Containers (examples)

Empty plastic containers
Empty glass bottles
Empty aluminum cans
Rinsed food cans (tuna, soup, etc.)
Rinsed detergent bottles
Rinsed milk bottles
Empty coffee cans

NOTE

Staples, paperclips, rubber bands do not have to be removed from paper items.

No pizza boxes, Styrofoam, plastic bags, tissues, photographs, metal objects, blueprints, plastic coated papers, or trash of any kind should be placed in recycling containers.

**CITY OF LEWISVILLE
PRE-PROPOSAL
RFP #25-74-P Pre-Proposal Meeting
2:00 P.M., Thursday, June 5, 2025**

	NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Nicole Haney	City of Lewisville	972-219-5053	nhaney@cityoflewisville.com <i>NH</i>
2	Kristi Byrd	City of Lewisville	972-219-3764	kbyrd@cityoflewisville.com <i>KB</i>
3	Chris Kirby	City of Lewisville	972-219-3705	christopherkirby@cityoflewisville.com <i>CK</i>
4	Chris Presley	City of Lewisville	972-219-3769	cpresley@cityoflewisville.com
5	Margaret Byrd	City of Lewisville	972-219-3762	mbyrd@cityoflewisville.com <i>MB</i>
6	<i>Michael Goldstein</i>	<i>R. A. S Services</i>	<i>469-569-2777</i>	<i>M. Goldstein@RASservices.com</i>
7	<i>Brandon Wue</i>	<i>ABM</i>	<i>214-433-1404</i>	<i>michael.wue@abm.com</i>
8	<i>Roidy Valentino Jr.</i>	<i>SCSI</i>	<i>573-832-1686</i>	<i>Valentino.SCSI@gmail.com</i>
9	<i>DAVID YANG</i>	<i>APPRO</i>	<i>(918) 625-4316</i>	<i>DSYANG@APPROINC.COM</i>
10	<i>Terry Lee</i>	<i>Appro</i>	<i>214-226-7210</i>	<i>terrylee@Approinc.com</i>
11	<i>PAUL YE</i>	<i>APPRO</i>	<i>213-265-1726</i>	<i>PAUL@APPROINC.COM</i>
12	<i>Monica Bridges</i>	<i>MBM</i>	<i>214-274-8135</i>	<i>mbridges@membersltd.com</i>
13	<i>Mike Stevens</i>	<i>MBM</i>	<i>214-650-6453</i>	<i>mike.s@membersltd.com</i>
14	<i>JAY YUAN</i>	<i>ABS</i>	<i>469-278-1007</i>	<i>ANDEAN@ABSBuildingService.com</i>
15	<i>David EOM</i>	<i>Global Building Maintenance, INC.</i>	<i>972-620-7338</i>	<i>david@Gyaninc.com</i>

<u>Name</u>	<u>Company</u>	<u>Phone Number</u>	<u>Email Address</u>
David King	AFS	512-298-8458	shald@amfacility.com
Karsyn Gallater	Service First	940-456-0327	karsyn@servicefirstjanitorial.com
Kofi A-Boadu	RK Janitorial Service	469-451-6311	
	RK Janitorial Service	469-451-6311	rkjanitorialservice@yahoo.com

~~Unicare Building Maintenance~~

John Yi	Unicare Building Maintenance	972-808-9685	John.Yi@unicaremaintenance.com
DORIAN ELLIS	LGC GLOBAL ENERGY	248.912.8381	dorian.ellis@lgcorp.com
ED LEINWEAVER	FLOWER PRODUCTS	912-400-8710	ed.leinweaver@gmail.com

Bo Morris	Soniking	972-380-0800	bmorris@sonikingdfw.com
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CHARLES ONEY	JANI-KING	214 269-6007	CONEY@JANIKINGDFW.COM
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DANNY KEELS	INTEGRITY FACILITY SOLUTIONS	214 864-7700	DKEELS@INTEGRITYFACILITY.COM
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Eladis Rodriguez	Kleen-Tech Services	303 468-6345	SHuber@Kleen-Tech.Com
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Darina Guillen	303 CORPCARE	972-898-5442	LSuens@corpcare-services.com
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Luis Suerre			REGINA@WHITLOCKSERVICES.COM
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Regina Whitlock	Whitlock Building Services	(817) 899-1719	
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Nixon Shum	Oriental Building Services	469-522-0001	nshum@obsusa.net
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MATT RIVELLO	CTJ MAINTENANCE INC.	(214) 624-5233	matthew.rivello@ctjmaintenance.com
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NAME	Company	EMAIL
TRAVIS GOLDEN	Jaw-Pro	TRAVIS.GOLDEN@JAW-PRO
Tiffany Spelman	Flowerhill Facility Services	fhfs@flowerhillfs.com
Brittany Keller	McKenmore Buildings	BKELLER@MBMINC.COM
Scott Rowlebach	Legacy Cleaning	SCOTT@Legacygroup-capital
Steven White	Dexterra Group	stevan.white@dexterra.com stevan@dexterragroup.com
Erin Fobias Poble	Ambassador Service	ambassadorusa.com
Jaquesa Appstini	TLBS Corporation.	jaappstini@tlbscorporation.com
Francis Blackman	TLBS Corporation.	fblackman@tlbscorporation.com ^{com}



25-74-P Custodial Services

Addendum #1

1.

What is current pricing and/or last bid tab.

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

2.

When is the estimated award or contract start date?

Estimated late July, early August.

3.

Could you please clarify whether the penalty for an alarm triggered by the Contractor is \$100 or \$200? Page 9 of the 01 - Cleaning Specifications document contains a discrepancy.

See revised specifications: Where applicable, the Contractor shall be charged a minimum of **one hundred and fifty dollars** (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of **two hundred dollars** (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

4.

Can you please confirm the minimum or living wage requirement for this solicitation?

The City's current minimum wage requirement is \$18.6966

5.

Is exterior window cleaning required within this solicitation? What is the height requirement?

Yes and the height requirement is 12ft.



6.

Please confirm that the City will cover the expense of background and CJIS background checks.

No, this is the Contractors responsibility.

7.

Can you please clarify the facility names? Facilities have various names across the BidTable, Work Plan, and Cleaning Task & Schedule. Dispatch is not listed on the BidTable, I see Jerry Galler Public Safety Training Center on the BidTable but this location is not listed anywhere else, etc.

Dispatch is located within the Lewisville Public Safety Center (LPSC). The Jerry Galler Public Safety Training Center is also listed as the Training Facility.

8.

Can you please provide the porter schedule and hours?

The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. Keep in mind we made need on call porters for Special Events and will coordinate between the Contractor and the Facilities Supervisor.

9.

Could you please confirm if whether carpet cleaning is included in the scope of this RFP? If so, please specify the required frequency of services.

Yes and can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

10.

Can you please clarify the facility names? Facilities have various names across the BidTable, Work Plan, and Cleaning Task & Schedule. Dispatch is not listed on the BidTable, I see Jerry Galler Public Safety Training Center on the BidTable but this location is not listed anywhere else, etc.

You can find the address to both listed under Kealy Complex on page 6 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.



11.

Who is responsible for consumables?

The Contractor is responsible, please take a look at the Specifications.

12.

Who is the Current vendor? Why is the current contract ending early?

Andrews Building Service, Inc. The current contract is ending early because we are bringing on the biggest facility the City has ever had and we have made multiple changes to the specifications and scope of work needed to clean each facility.

13.

Can a paper proposal copy be accepted?

Yes, the City is accepting paper proposals per the Specifications. Both electronic and paper proposals will be accepted.

14.

Will there be a zoom link to view the proposal opening?

No there will not be a zoom link to view the proposal opening.

15.

Can the Contractor subcontract the annual outside cleaning?

No, the City would not accept the Contractor to use a subcontractor at this time.

16.

Is there a minimum hourly requirement for the 16 staff members being required?

There is not an hourly requirement, that is up to the Contractor. The City just requires 16 staff to be available.



17.

Is striping and waxing required on the floors?

Yes, a once-a-year striping and waxing will be needed outside of the contract.

18.

Will a debriefing be available after the proposal closes?

Yes you can schedule a debriefing with Nicole Haney at nhaney@cityoflewiville.com.

19.

How do we communicate personnel changes?

Please see specifications and email the Facilities Supervisor.

20.

Are any other bonds required besides a fidelity bond?

No, just the fidelity bond is required.

21.

Will stone and granite restoration be needed outside?

No.

22.

Can you please provide the flooring breakdowns for the Wellness Center, Support Building (LPSC), and the Police and Fire Admin (LPSC) facilities?

This can be found on page 3 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.



23.

Can you please provide the addresses for the Parks Maintenance Shop and Public Services/Kealy Operations Center?

This can be found on page 6 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

Additional Information:

The Pre-Proposal meeting as scheduled on Bonfire was listed as mandatory due to a clerical error. This has been updated to non-mandatory to reflect the City's intent to keep this RFP competitive.



25-74-P Custodial Services

Addendum #2

1. Will strip & wax be included in this solicitation or priced separately?

Priced separately as needed by the City and the Facilities Supervisor will reach out for services annually.

2. Can a subcontractor be used for floor care and window cleaning services?

No, the City would not accept the Contractor to use a subcontractor at this time.

3. Can you please confirm the pre-proposal meeting was mandatory as listed in Bonfire? Would you also please provide a list of those who attended the meeting?

See Addendum 1.

4. is prebid site visit madatory for this?

There are no site visits as Contractors can view public buildings during normal business hours if needed.

5. who should be on the signature line for the contract?

Whoever is designated to sign contracts/agreements.

6. where can the last contracts details be found ie contract duration, pricing table?

See Addendum 1.

7. What is the value of the current contract for these services?

See Addendum 1.

8. Are the custodians working on this contract members of a union? If so, which union?

The City has not been notified or made aware of any of the current contractors or employees being part of a union.



9. What is the anticipated award date for this project?

See Addendum 1.

10. What is the contract start date for this project?

See Addendum 1.

11. Is the contractor responsible for the cost of employee badges? If yes, what is the cost?

No, the City will cover the cost of badges and provide them.

12. Are Day Porter Services to be priced into the facilities at which they are provided, or priced in the Porter Services line item as an hourly price?

Put it on a line item for hourly price

13. The site list on the Cleaning Schedule (page 1) does not align entirely with the sites included in the price sheet. Please provide an updated Cleaning Schedule list of locations and/or price sheet. Items to be addressed:

- a. The Cleaning Schedule lists a Wastewater Building that is not on the price sheet
- b. The price sheet lists a Wastewater Building 2 that is not on the Cleaning Schedule
- c. The Cleaning Schedule lists a Wastewater Admin Building that is not on the price sheet
- d. The price sheet lists a Wastewater Treatment Plant that is not on the Cleaning Schedule
- e. The Cleaning Schedule lists a Parks Operations Building that is not on the price sheet
- f. The price sheet lists a Parks Maintenance Shop that is not on the Cleaning Schedule
- g. The Cleaning Schedule lists a Police Firing Range that is not listed on the price sheet
- h. The Cleaning Schedule lists a Dispatch facility that is not listed on the price sheet
- i. The Cleaning Schedule lists a Jerry Galler Public Safety Training Center facility that is not on the price sheet

- a. This is the Wastewater Treatment Plant on the bid table.
- b. This is a different building from the Admin building.
- c. This is the Wastewater Treatment Plant on the bid table.



- d. This is the Wastewater Admin/Wastewater Building on the Cleaning Task & Schedule.
- e. This is the Parks Maintenance Shop on the bid table.
- f. This is listed as the Park Operations on the Cleaning Task & Schedule.
- g. This is the Jerry Galler Public Safety Training Center on the bid table and named Police/Fire Training Facility on the Cleaning Task & Schedule.
- h. Will be located within the Lewisville Public Safety Center (LPSC), 7 days.
- i. Yes it is, please take another look at the bid table, 5days.

14. Please provide the type of consumables good currently using in the city building. (brand and type for paper towel, toilet paper, hand soap etc.)

The City does not have a list of the type of consumables. It is the Contractor's responsibility to provide consumables.

15. How many day porter, their servicing day, time and location are currently servicing the city?

See Addendum 1.

16. What is the current time the jail being cleaning? How many jails cell in the city jail? Are any biohazards and bloodborne pathogens cleaning required in the jail area?

The jail is cleaned at night. The number of jail cells is confidential and the City cannot provide that information at this time. Yes.

17. Are hand sanitizers available in all buildings? Who's is responsible providing hand sanitizer?

We do not have hand sanitizers in our facilities.

18. Who is the current contractor?

See Addendum 1.

19. What is the current contract price being paid today? For each site? Date contract started?

See Addendum 1.

20. How many hours per day per location does the cleaning crew work?



This is up to the Contractor, the porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

21. For Strip & Wax jobs, How many coats of wax per strip? How many coats of wax per Scrub?

Since this is an annual service the Contractor would need to meet with the Facilities Supervisor for specifications at that time.

22. Who provides the chemicals for a strip & wax?

The Contractor.

23. How many square feet of your floors is to be strip & wax in each building?

It depends on which areas require cleaning—it could be just a portion of the building or the entire building. This information can be provided to the Contractor when the annual waxing is requested by the Facilities Supervisor.

24. What are the areas of improvement you would like to see with a new vendor?

There are no areas of improvement at this time. The City would like to establish a communicative relationship with the awarded vendor to ensure the facilities are cleaned.

25. On page 9 there are penalties for lost keys and false alarms. Please clarify the exact cost for lost keys? And the exact cost per false alarm?

The contractor shall be solely **responsible for all costs incurred by the City in re-keying the lock system, plus one hundred dollar (\$100.00) fine per occurrence.**

See revised **alarm system** specifications: Where applicable, the Contractor shall be charged a minimum of **one hundred and fifty dollars** (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of **two hundred dollars** (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

26. I noticed that the current contract was initially of 1 year with 4 one year renewal options beginning around January 2024. What is the reason that the current contract is now being terminated in the middle of an option and is being put out for bid?

See Addendum 1.



27. How many cleaners are currently working each night in the buildings at the City of Lewisville on the current contract?

The City cannot provide that information at this time. As it is up to the Contract to bring in as many staff members they need to clean each facility.

28. How many hours per night is the cleaning staff working in the City of Lewisville Buildings on the current contract?

The City cannot provide that information at this time. As it is up to the Contract to decide how long it takes to clean each facility.

29. On page 12 of the RFP proposers are instructed to submit Sealed RFP's one (1) original and one (1) PDF copy on a flash drive by 1pm on 6-23-25. Is this the only way the City will accept proposals? Or can the be uploaded directly to the Bonfire Portal? And what is the City's preference?

The City prefers that proposals be uploaded to Bonfire but we can accept paper bids/flash drives.

30. Is the subcontracting of cleaning labor allowed on this contract?

No, the City will not accept the subcontracting of cleaning labor.

31. On page 18, the proposal states, "in the event the contractor does not have a minimum of sixteen (16) employees cleared for work, the City, at its discretion, may terminate this contract". On page 3 of the proposal, it also states that, "the Contractor must have a minimum of sixteen (16) employees assigned to this project at all times and must maintain this throughout the contract. How Does the City plan to monitor this requirement and exercise termination clauses in a way that is fair to the Contractor?

The Contractor must have 16 employees and report staffing to the Facilities Supervisor. It is the Contractor's responsibility to communicate with the Facilities Supervisor immediately in writing of all changes in personnel. If the Contractor cannot meet the staffing requirements, then the City will setup a meeting to cure with the Contractor.

32. What is the minimum time requirement for the Contractor's (16) employees to work each night on the new contract? And how will the City verify that (16) contractor employees showed up to work each night?



There is not an hourly requirement, that is up to the Contractor. The City just requires 16 staff to be available. The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. The City cannot verify that the Contractor's 16 employees show up to work each night. The City is trusting the Contractor to be honest and communicate with the Facilities Supervisor.

33. Does the current contract have a minimum staffing requirement of (16) contract workers?

The current contract is less than 16 employees but the City has determined that we are now requiring 16 employees because of the increase in facilities and scope of work.

34. Will the City consider a minimum number hours worked per night for the (16) minimum contractor employee requirement in order to create a level playing field for all contractors taking the the risk of termination by not having the (16) minimum number of workers on site at any given time during Contract specification cleaning hours?

See Addendum 1.

35. On page 4 & 5 the City is requiring background checks on all (16) contract cleaning staff. What type of background check is required for the (16) contract employees? What are the cost per background check? Who is responsible for the cost of the background checks?

See Addendum 1.

36. How many sensitive areas on the proposal require a CJIS background check? What are the requirements of a CJIS background check? And where are these type of background checks performed?

The Police Department and Jail areas.

37. Will the City of Lewisville Police Department perform a CJIS background check for the Contractor's employees? If so, what are the Costs?

No, it is the Contractor's responsibility. The can show the Contractor how to set up an account.

38. If a Contractor wanted to walk any of the facilities in preparation for a cleaning proposal, how would this be scheduled?

There are no site visits as Contractors can view public buildings during normal business hours if needed.



39. Are the Day Porters required to be on site six (6) days per week?

The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. Keep in mind we made need on call porters for Special Events and will coordinate between the Contractor and the Facilities Supervisor.

40. Are the Day Porters included in the (16) working minimum daily staffing requirement? Or is the (16) daily staffing requirement only for the night cleaning crew?

Yes.

41. Will the City provide paper towels, toilet paper, soap, and trash can liners for this RFP? What Equipment/Supplies will the city provide?

It is the Contractor's responsibility to provide all consumables.

42. Since we supply the paper & plastic,(toilet tissue, hand towels, hand soap) trash can liners what are the approx. previous or current cost?

The City does not have this information currently as it is the Contractor's responsibility to provide consumables.

43. What is your budget?

\$600,000.00

44. Is there a Bond required?

See Addendum 1.

45. Will there be background requirements? If so, what is the level of background check required?

See 01 - Custodial Specifications and Required Documents.

46. Are there any billable optional services? What were the annual billings for the optional services?

Not at this time, and please refer to Addendum 1 if you are requesting previous contract pricing.



47. Do we need to clean 2nd story or above exterior windows?

See Addendum 1.

48. Anticipated start date of service?

See Addendum 1.

49. Are there any areas of concerns or services that the current contractor is unable to provide or service to the stated/desired contract level?

The City is unable to comment about our current contract.

50. Dispatch is listed as its own building, however the following discrepancies are found with this location. Is Dispatch its own building, or part of another building such as Annex or Lewisville Public Safety Center? Document 2: Under Municipal Annex under facility square footage Document 2: Separate facility square footage not provided Document 2: Separate Cleaning Task & Schedule from Municipal Annex Document 2: Separate item under scope of work BT-67KO: No pricing schedules

Dispatch is its own location in the Annex now but will be taken offline and can be found in Lewisville Public Safety Center (LPSC) as that is our new building coming online. The Municipal Annex has multiple buildings within it and can be found listed on page 3 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. Please refer to each of those locations and their Cleaning Tasks & Schedule on page 2 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

51. Is the Police Department/Fire Admin the same as Lewisville Public Safety Center?

Police Department/Fire Admin are temporary locations that will be coming offline and can be found in Lewisville Public Safety Center (LPSC) as that is our new building coming online.

52. Is the Jerry Galler Public Safety Training Center the same as the Police/Firing Training Center?

Yes.

53. Who is responsible for the replacement and supply of dispensers (and batteries)?



The Contractor shall provide the dispensers that are compatible with their products, and the City will replace the batteries as needed.

54. Can the City provide Window quantities?

The City does not have that information.

55. On page 2 of Attachment 1 - "Custodial Specifications": it mentions that our pricing should include the cost of all consumables. Then under "Contractor Responsibility", it states that "The City will provide liquid soap, toilet tissue, trash can liners, and paper hand towels." Please clarify who will be responsible for the cost of all paper products, hand soap, and liners.

The Contractor is responsible for consumables.

56. Please confirm what is expected in the "Cleaning of hard surface floors" and "Carpet Cleaning" line items? Is strip & waxing required, and is carpet bonnet shampoo acceptable?

Hard surface floor cleaning would include sweeping and wet mopping. Carpet cleaning would involve regular vacuuming and spot cleaning as needed.

57. Please confirm who is responsible for the cost of background checks?

The Contractor.

58. What is the current contract value?

See Addendum 1.

59. Who is the incumbent?

See Addendum 1.



25-74-P Custodial Services

Addendum #3

1.

Which buildings specifically require this Stripping and Waxing Services?

The Facilities Supervisor will reach out for services annually with the facility locations.

2.

What is the estimated frequency and what standards are expected (e.g., ASTM, Green, Seal)?

The City prefers all products to be Green Seal certified; however, the City understands that some specialized products may not have a Green Seal option available.

3.

Should the Stripping and Waxing Services be included in the base proposal or will it be considered as an additional service?

Additional Services.

4.

Which buildings include interior/exterior and high-level window cleaning?

See page 2 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

5.

What is the maximum height to be considered and what access methods are permitted (ladders, harnesses, lifts, etc.)?

Please review 02 - Cleaning Schedule, Tasks, Requirements and Information.

6.

Should this activity be included in the insurance coverage?



Yes.

7.

Is OSHA 1910 certification or specialized training required for high-access work?

No, but you should follow OSHA regulations.

8.

Is this contract a replacement of an existing one or a new award?

This is a replacement contract.

9.

Who is the current provider and what was the awarded amount of the existing contract?

See Addendum 1

10.

Is there any performance report available for the current or previous contractor?

See Addendum 1

11.

Are all cleaning products required to be certified (e.g., Green Seal)?

The City prefers all products to be Green Seal certified; however, the City understands that some specialized products may not have a Green Seal option available.

12.

Is there a pre-approved list of chemical products?

Not at this time.

13.

Are automated or robotic equipment allowed?



Yes

14.

Is OSHA certification required for all workers or only for high-risk areas?

No, but you should follow OSHA regulations.

15.

Is it mandatory to submit a safety plan with specific protocols (biohazard, evacuation, etc.)?

Yes, see page 15 of the 01 - Custodial Specifications and Required Documents.

16.

Is there flexibility to adjust cleaning schedules by building based on operational availability?

Yes, as long as it's after the building has closed.

17.

Is simultaneous presence of staff required at all facilities, or is team rotation allowed?

The City is fine with a team rotation.

18.

Which equipment must remain permanently on-site?

Mop and bucket, vacuum cleaner, floor duster, broom, and dustpan.

19.

In case of critical equipment failure, is immediate replacement required by the contractor, or does the Municipality have backup equipment?

The City does not provide any equipment; all replacements or repairs will be the sole responsibility of the contractor.

20.



Does the minimum of 16 employees refer to the total assigned staff or to the number simultaneously present on-site?

See Addendum 2.

21.

Can the supervisor be mobile between facilities, or is one required per building?

The supervisor can be mobile.

22.

Are there specific visual requirements for uniforms (colors, reflective elements, ID tags, etc.)?

Please refer to page 4 of the 01 - Custodial Specifications and Required Documents.