



City of Waco, Texas

Request for Proposal

RFP No. 2022-067

Janitorial Services

Issue Date: December 13, 2022

Closing Date & Time: January 17, 2023 at 2:00 p.m.

Opening Date & Time: January 17, 2023, at 2:01 p.m.

RFP Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
(Via Zoom Video Conferencing) See page 2

For Information Contact: Kasey Gamblin, Purchasing Agent, 254-750-8405

Pre-Proposal Meeting Location: City of Waco Operations Center Conference Room
1415 North 4th Street, Waco, Texas, 76707
On January 5, 2023 at 9:00 AM with site tours
beginning immediately afterwards, lasting until
approximately 4:00 PM, and continuing on
January 6, 2023 at 9:00 AM and lasting until
approximately 4:00 PM.

These site tours are being held over the course of two days, in order to visit all sites. Both days are **mandatory**.

Purchasing Services
Post Office Box 2570, Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com



ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

BID/ PROPOSAL OPENING	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

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City of Waco, Texas

RFP No. 2022-067 Janitorial Services

REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: kaseyg@wacotx.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ Fax: _____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.

Notices and addenda are posted on the City's website and can be accessed at: <http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com

I. Schedule for Solicitation Competitive Sealed Proposal

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFP	December 13, 2023
Pre-submittal Meeting	January 5 and 6, 2023
<i>Both days are mandatory. Proposals by submitters who do not attend will be rejected</i>	
Deadline for questions in 5:00 p.m.	January 10, 2023
Proposals due by 2:00 p.m.	January 17, 2023
Proposal Opening at 2:01 p.m.	January 17, 2023
Evaluation of submission	January 17 thru January 23, 2023
Interviews or presentations may be conducted.	

Interviews or presentations may be conducted

Tentatively, the final selection decision will be made and submitters will be notified of award by January 23, 2023. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Kasey Gamblin, Purchasing Manager who can be reached at:

Email: kaseyg@wacotx.gov Telephone: (254) 750-8405 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

Via U.S. Mail: City of Waco Purchasing Services Attn: Kasey Gamblin, Purchasing Manager P.O. Box 2570 Waco, Texas 76702-2570	Via Delivery Services/Personal Delivery : City of Waco Purchasing Services Attn: Kasey Gamblin, Purchasing Manager 1415 North 4 th Street Waco, Texas 76707 NOTE: US Mail does NOT deliver to street address
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Contact with someone other than the Purchasing Agent listed above or his/her designated representative at the City of Waco concerning this solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <http://www.waco-texas.com/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFP, including contract forms, plans, specifications, any bond forms, and any other contract documents related to this project, are available at <http://www.waco-texas.com/bids.asp>.

III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Proposal” or “Submission” or “Submittal” refers to a response submitted to an RFP.
- (4) “Project Review Committee” means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.
- (5) “RFP” means and refers to this Request For Proposals.
- (6) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (7) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (8) “Solicitation” means an RFP issued by the City Waco seeking products or services described in the document.
- (9) “Submitter” or “Vendor” or “Proposer” or “Contractor” means a firm that submits a response to a solicitation.
- (10) “Contract documents” includes the RFP and all of the Appendices attached to the RFP.
- (11) “Day” means a calendar day unless otherwise specifically defined.

IV. REQUESTED SERVICES

A. Scope of Services

The City of Waco is requesting proposals to provide Janitorial Services for City of Waco Facilities. Services provided will be those normally associated with janitorial work and are described in this Request for Proposals package. A successful proposer may be awarded a partial number of buildings at the beginning of the contract, with additional buildings being phased in throughout the life of the contract.

- (1) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

B. Terms, Conditions, and Requirements

C. Duration of Service:

The proposed contract will be for a term of 55 months with three (3) additional 24 month renewals.

- C. **Reservations by City:** The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse proposers for any costs incurred during the preparation or submittal of responses to this solicitation.

- (1) Furthermore, the City expressly reserves the right to:
 - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
 - (b) Extend the solicitation closing time and date;
 - (c) Reissue this solicitation in a different form or context;
 - (d) Procure any item by other allowable means;
 - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
 - (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
 - (g) Retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

V. REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES

A. Requirements

- (1) Qualified proposers should submit one (1) original and two (2) copies of their qualifications and proposal on 8 ½ by 11 paper plus one electronic file or PDF version on a flash drive, CD, or DVD. Proposals should be kept to the minimum necessary length to explain the proposer's attributes and pricing. Typed responses are preferred in Times New Roman, Arial or Calibri font. Responses must be clear and may be subject to disqualification if illegible. Each copy of the proposal should be complete and include the following minimum requirements:

- (2) A brief company history.
- (3) Completed and signed copies of Forms included in Appendix C.
- (4) A short narrative of the proposer's approach to the project and a statement of understanding targeting the specific nature of this project.
- (5) Information on the proposer's current workload and ability to complete the project.
- (6) Certificate showing current insurance coverage.

(2) **Pricing/Cost Information**

All pricing and cost information is to be submitted less *Federal Excise* and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

(3) **Detailed Proposal:** The detailed proposal should follow the order set out as follows:

- a) **Transmittal Letter:** The Proposal shall include a letter of transmittal attesting to its accuracy, signed by an individual legally authorized to bind the Proposer to representations in the response. The transmittal letter shall provide the name, address, telephone, e-mail address, and facsimile number of the Proposer along with the name, title, address, telephone number and fax number of the individual authorized to contractually bind the firm the company/firm and be signed by the authorized individual.
- b) **Executive Summary:** Limited to three (3) pages: Include the type of services proposed, a summary containing highlights of the proposal, describing how the Proposer will meet the requirements of the RFP, including the Proposer's approach to providing the services described in this RFP; statement of the Proposer's understanding of the services required; and how the Proposer will ensure responsiveness to City staff and service and product requirements.
- c) **Table of Contents:** A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.
- d) **Proposers' Background, Experience, Qualifications, and Expertise in providing the services as requested in the RFP to include but not limited to:**
 - Proposal shall detail the organization structure and the name of the individual who will serve as organization's primary contact.
 - Provide background information including principal place of business, length of existence, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.

- Proposer should clearly demonstrate Proposer's qualifications to perform the activities described in the RFP.

e) **Key Personnel:** Identify all key personnel and their position within the Company who will be assigned to this contract should your company be awarded the contract as a result of this RFP. Identify the proposed Project Manager and include a resume. Also include an organizational chart of the proposed Management Team including key personnel and their specific roles.

f) **Past Performance:** Describe demonstrated experience over the past three (3) years that qualified your firm/organization to perform services outlined in the RFP or similar work. Include at a minimum a description of scope of service performed; whether prime or subcontractor and the period of performance. Describe only relevant commercial janitorial services experience and individual experience for personnel who will be actively engaged.

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a Contract for the services defined by this RFP. Include sufficient detail to demonstrate the relevance of this experience to the size and scope of the locations that you are bidding.

g) **Implementation Plan:** Describe your implementation plan, which should include phasing by building and adjusting staff appropriately.

h) **Training Plan:** The written plan should indicate the competence of personnel whom the Proposer intends to assign to the project. Provide information for staff training and development on the following:

- Before Job Placement: Explain the type of training that is provided to the employees prior to placing them on the job assignment.
- On the Job Training (OJT): Provide the duration of the training, what the training consists of, the credentials/qualifications of the instructor, etc.
- On-Going Training: Provide any on-going training that your company provides to employees; (i.e. weekly, quarterly, semi-annual training, attendance to seminars, certifications held, etc.).
- Health, Safety, & Environmental Protection: Include complete description of company's Health, Safety, and Environmental Protection program and/or describe process for making employees aware of safety issues and procedures.

i) **Quality Control Plan:** Detailed description and information regarding the organization's Quality Control Plan.

j) **Quality Assurance Program:** Detailed description and information regarding the organization Quality Assurance Program, including how issues are resolved regarding contract monitoring and the resolution of any complaints.

- k) **Customer Service:** Describe how the interaction between your company and the City will take place to ensure that the services are performed and reported in an accurate and timely manner.
- l) **Sample Reports:**
 - Attendance Reports
 - Inspection Reports
 - Supplies Usage Reports
- m) **Proposal Pricing Form**
- n) **Sample Contract for City consideration (if applicable)**
- o) **Additional Information:** Provide any additional information that the Proposer believes to be pertinent not specifically requested elsewhere in the RFP including any value added services.
- p) **References:** The submission shall include a list of three references, at least two of which have obtained services from the proposer in the last 24 months, where the Proposer provided similar commercial janitorial cleaning services of similar size and scope as described in this RFP. For each reference: Customer entity name and location; description of work; name, address, and telephone number of project owner/representative who oversaw project performance; dates (month/year) contract was issued and if the contract is ongoing.

B. Completeness of Submission

- (1) Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFP or declare that there are no exceptions taken to the RFP.

C. Response Date and Location

Responses to this solicitation must be received at the office of Purchasing Department as stated in the Schedule for Solicitation Competitive Sealed Proposal.

Interested parties may submit their proposals **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services
 Attn: Kasey Gamblin, Purchasing Manager
 1415 North 4th Street
 Waco, Texas 76707

Interested parties may also submit their proposals through **U.S. Mail** delivered to:

City of Waco Purchasing Services
 Attn: Kasey Gamblin, Purchasing Manager
 P.O. Box 2570
 Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the proposal due date for U.S. Mail delivery. If the Purchasing Office has not received the proposal by the stated deadline, the proposal will be returned unopened.

All submissions shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

“RFP 2022-067 Janitorial Services”

**Proposals will be opened at 2:01 p.m. (Central Time) on:
 January 17, 2023**

Proposers accept all risk of late delivery submissions regardless of instance or fault. A proposal received after the submission deadline will not be considered and will be returned unopened to the submitter.

The City will **NOT** accept a proposal submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

D. Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the pricing/cost or terms information. The modification should provide the addition, subtraction, or other modifications so that the final pricing/costs or terms will not be revealed to the City until the sealed proposal is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.

- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the proposer and submitted to a delivery company (UPS, FedEx, etc.) prior to the proposal closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the proposal, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the proposer who can provide proof of his authority to act for the proposer. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the proposer may submit a new sealed proposal provided the new proposal is received prior to the closing date and time deadline stated on page 1. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E. Submission Validity Period

A submission responding to this RFP signifies the vendor's agreement that the submission, and the content thereof, are **valid for one hundred twenty (120)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful proposer.

F. Cost to Develop Submission

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the proposer and shall not be reimbursed in any manner by the City.

G. Evaluation Procedures

The proposals will be initially reviewed and evaluated by a Project Review Committee. Each proposal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the proposal.

H. Vendor Presentation

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether proposers may be invited to make a formal presentation of their proposal and/or sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection

I. Evaluation Criteria

The following criteria will be used to evaluate the submittals (scoring points available):

RFP Scoring Criteria	Scoring Points Available
Proposed price;	60
The extent to which the services meet the municipality's needs;	15
The reputation of the proposer and the proposer's services;	10
Experience with projects of similar size and type;	15
TOTAL AVAILABLE POINTS	100

J. Final Selection

Based on all information reviewed and presentations/interviews (if conducted), the City Manager or Executive staff shall establish the final ranking of the proposals.

- (1) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

K. Contract Award and Execution

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

APPENDIX A

Scope of Services / Pricing Forms

- (1) Detailed Scope of Services
- (2) Proposal Sheets

Scope of Services

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity.

All contracted buildings will get a thorough initial cleaning once the contract starts.

1. Restroom Cleaning and Disinfecting

Contractor shall perform the following tasks for all restrooms covered hereunder:

- a. Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.
- b. Restroom cleaning shall include sweeping, scrubbing and wet mopping (with clean water) all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, commodes, urinals, shelves, washbasins, doors, stall partition, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal and bactericidal cleansers. Clean water for mopping should be changed between each restroom.
- c. Restrooms are considered clean when all areas are clean and free of stains, deposits, dirt, water streaks, mop marks and strings, gum, grease, and tar. All porcelain, chrome, brass, and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation, and excess moisture. All exhaust fans/vents in the restrooms shall be free of clinging dust and dirt.
- d. Mirror and Chrome Cleaning: Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.
- e. Water Hand Basin/Sinks Cleaning: All water hand basin/sinks will be cleaned with detergent solution. Use of scouring powder will be permitted only when necessary to accomplish cleaning. Abrasive will not be applied to plated hardware or other metal. Tops, hardware, and cabinets will be wiped clean. Bleach used will be applied in strict accordance with the manufacturer's printed directions and recommendations and used only if approved by City of Waco Contract Manager. An overflow or spillage of cleaning solution or water on floors or walls will be removed and the surface left clean and dry.
- f. Fixture Cleaning and Disinfecting: Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine, and other soils.
- g. Commode Cleaning: Surface shall not have any spots, rust, or stains on the top or bottom of seat inside and outside of bowl including under the lid and tank lid. When cleaning the bowls, wash bowls inside and out with disinfectant detergent solution. Wash seat, top and bottom with detergent solution. Granulated urinal blocks and screens will be used in all commodes. Wipe outside of bowl and seat with clean damp cloth. Wipe tank and cover and flush mechanism and hardware with clean damp cloth.

Plumbing connections shall be free of rust, spots or stains and troughs shall be free of debris.

h. Urinals Cleaning: The underside of the urinal fixture rim will be thoroughly cleaned with the proper disinfectant solution. All corrosion and incrustation will be removed from the drain holes in the bottom and back of all urinals. Granulated urinal blocks and screens will be used in all urinals. Outside surfaces will be wiped clean with a clean damp cloth. Plumbing connections shall be free of rust, spots or stains and troughs shall be free of debris.

Waterless urinals: Although there are some differences depending on the manufacturer, cleaning a waterless urinal follows most of the same steps and procedures as a conventional urinal:

- Wear gloves (and goggles) to clean any restroom fixture.
- Remove any foreign objects in the urinal. The trap is designed to prevent larger objects from entering the drain area.
- Do not use abrasive cleaners, towels, or brushes.
- Mist all urinal surfaces with a neutral or all-purpose cleaner, or use a Johnny Mop with water and cleaner on all surfaces.
- Allow for dwell time (if indicated by the chemical manufacturer).
- Wipe clean with a soft sponge, a Johnny Mop dipped in a bucket of clean water, or a cleaning cloth.
- Dry the surfaces with a soft cloth.
- Do not pour excess or soiled water down the waterless urinal trap - it can flush the sealant out of the trap insert.

Special attention shall be given to bottoms and floors on and around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

h. Tile De-scaling: Tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits, and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

i. Ceramic Tile Floor/Wall Cleaning: Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed, and dried to present a uniformly clean appearance.

j. Toilet Room Walls, Partitions and Woodwork: The accumulation of dirt on walls, partitions, ceramic tile and metal or wood surfaces will be cleaned and washed with the use of a sponge, warm water, and all- purpose detergent. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Manager. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges. A disinfectant should be used were necessary.

k. Shower Stalls (when applicable): Floors and walls of shower rooms will be cleaned in the same manner as toilet walls and floors.

l. All women's restroom sanitary napkin and tampon disposal containers shall be inspected, emptied, sanitized nightly and relined with fresh liners on a daily basis.

m. Toilet Room Dispensers: Paper towels, toilet tissue, and soap will be checked and re-stocked daily. Contractor is responsible for refilling dispensers.

n. Deodorants and Disinfectants: Disinfectants may be used on toilet bowls, floors, partitions, and similar fixtures as necessary. Granulated Urinal blocks will be used in all urinals and commodes.

o. Machine scrub (when applicable) all restroom floors using a material suitable for floor type. All grout and baseboards

should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards, and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible.

p. All mop tanks, buckets, pails used to clean the restrooms must be exclusive to restroom cleaning only. Mops, mop buckets/tanks/pails and brooms used in the cleaning of restrooms and other potential areas of biohazard contamination shall be cold rinsed, disinfected, and hung up before further use. Do not reuse mop water or mop heads that have been used to mop restrooms to mop offices or hallways.

q. All automatic air freshener machines are to be checked and canisters replaced when empty including replacing batteries as needed, making sure they are operational.

r. Plumbing: Shall be washed with a neutral soap solution or non-damaging germicidal detergent solution to remove deposits, stains, corrosion, and odorous films. After cleaning, all plumbing surfaces shall be wiped dry and polished. Clean painted surfaces with soap and rinse clear.

s. Other duties: include trash removal, mopping floors, low dusting, high dusting, spot cleaning, glass cleaning, refilling dispensers, and restocking restroom supplies. Plastic trash receptacle liners must be replaced daily unless there is no trash in the receptacle.

t. Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper and seat covers. All rolls and dispensers must be filled, and trash receptacle must be emptied and supplied with new plastic liners. Open paper products will not be set on toilet lids, sinks, trash cans, or broken fixtures.

u. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

2. General Cleaning

a. Low Dusting: Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces. When inspected with a flashlight, there shall be few traces of dust on the surface.

b. High Dusting: Dust all surfaces above 70 inches that can be reached with a 6ft ladder. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high

bookcases, wall shelving, cabinets, grills, and heating vents, ceiling molding, exposed pipes, and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots, smudges, or spider webs left on dusted surfaces. When inspected with a flashlight, there shall be few traces of dust on the surface. (This activity will require a safety plan to be furnished by Contractor.)

c. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots. Millwork (wood veneers and solid hardwoods with catalyzed finishes) in courtrooms will be maintained with the required care (polish or cream). All wood surfaces shall be cleaned/finished in accordance with the manufacturer recommendations and instruction as needed. The following products and chemicals should never be used on millwork: Ammonia or products such as Windex which contain ammonia, silicone wood cleaners, wax products, abrasive cleaners or abrasive pads and petroleum cleaners.

d. **Drinking Fountain Cleaning and Disinfecting:** The porcelain or stainless-steel surface shall be free of dust, spots, stains, streaks, mold, and mildew. The surface shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry, polished and have a uniform appearance. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, coffee grounds, and other foreign material, etc.), dirt, fingerprints, smudges, streaks, spots, mineral deposits, stains and obvious soil. Wall areas around the fountains shall be free from water spots and streaks. Descaling of fountains to be performed to avoid any build up. Contractor employee/personnel shall report leaking, broken or stopped-up and overflowing fountains immediately.

e. **Metal Cleaning and Polishing:** Polish all chrome, brass, and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger, and handprints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease, and grime. All damaged or loose-fitting metal fixtures shall be reported by the Contractor employee/personnel immediately.

f. **Glass Cleaning:** Clean all interior glass to include doors, mirrors, and glass desktops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime.

g. **Window Cleaning:** All entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of fingerprints, smudge marks, dirt, dust, streaks, watermarks, spots, and grime. Windows shall not appear cloudy.

h. **Cleaning and Dusting Venetian Blinds and Mini-Blinds:** Clean all Venetian/Mini blinds. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

i. **Fixture Cleaning:** Porcelain fixtures, for example, drinking fountains, wash basins, urinals, toilets, etc., shall be clean and bright, and without dust, spots, stains, rust, green mold, encrustation, or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.

j. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. and nozzles free from encrustation (calcium, lime, rust, etc.).

k. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be clean, free from lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet the pile shall stand erect once vacuuming is completed.

l. Elevator Cleaning: Clean all interior and exterior surfaces of elevators including walls, doors (interior and exterior) on each floor, door tracks on each floor. Clean all interior surfaces and polish bright metal in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming floor tracks and sweeping and mopping floors, stripping floors, and buffing as required (not allowing dirt and debris to fall down the elevator shaft. All elevators/escalators should be free of trash and debris and stains and gum. Floors must present a uniform appearance in accordance with the standards listed above.

m. Storage Space and Janitorial Closets Cleaning: All storage space areas and closets must be kept clean and orderly at all times. This storage space and/or janitorial/custodial closet must be kept clean, free of spills, stains, offensive odors, and always organized and must comply with OSHA guidelines. Any dirty mops or other types of wet materials shall be washed, cleaned, sanitized, and dried after each use and stored in a way to prevent mildew, mold or any type of foul odor being discarded in storage area or closets. Storage Space or Closet areas will not be utilized as a storage area for trash or flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of odors. The floor/wall sinks, whether porcelain or stainless steel is to be always kept clean and polished.

n. Emptying and Cleaning Waste Receptacles: All waste baskets, trash receptacles, garbage cans, cigarette butt receptacles (ashtrays, butt cans, etc.) and other trash containers in all offices, courtyards, entryways and docks, and other designated areas throughout the building/facility shall be emptied and returned to their proper locations. Waste receptacles will be wiped clean each time they are emptied and washed to a clean and sanitary condition as often as necessary. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Plastic trash receptacle liners must be replaced on the daily basis at all locations. In food/eating areas, or if food containers, napkins etc. are disposed in any trash receptacle Contractor will also be required to wash inside and out, or steam-cleaned daily the trash receptacle or can. All trash shall be deposited in the nearest designated dumpster/collection site container provided by the City. Trash receptacles of any type are considered to be satisfactory when no dirt, grime or food and drink residue remains on the inner or outer surface of the receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned. Area surrounding dumpster up to ten (10)

feet must be kept neat and clean and free of debris.

o. Trash Removal Container Requirements: Containers used for collection of trash must be made of a non-combustible or flame-resistant substance. All trash disposals must be handled by using a brute trash container or similar type trash container with liner. Trash or trash bags shall not be dragged across any floor surface. Contractor is responsible for the cleaning of all floor surfaces and spills associated without utilizing the proper trash container. All containers used for trash collection must be cleaned inside and outside daily. Trash removal is considered to be satisfactory when no dirt, grime or food and drink residue remains on the inner or outer surface of the receptacles.

p. Trash/Waste Disposal

Collect and remove all refuse, debris, rubbish, trash (burnable and unburnable), and garbage, from premises, including from ash receptacles daily. Provide a protective floor covering on any floor where trash is placed when removing trash from the building. Trash must not be dragged on the floor or carpet. Torn bags must be placed in another bag to avoid spillage.

q. Policing: This job includes:

- Picking up and removing all paper, trash, debris, empty bottles, gum, and other discarded materials inside and outside of the building (excluding desktops, tables and other work surfaces);
- Maintaining wall hung and floor type trash receptacles in a neat and presentable condition.
- Removing gum, spots of tar, and other foreign substances from inside the building.
- Sweep entrances, landings, and steps.
- Cleaning drinking fountains and glass surfaces.
- Mopping up wet areas caused by spillage, accidents, or inclement weather, and

r. Contractor shall stock each restroom, break room and other areas with sufficient supplies to last until the next service. Contractor shall provide additional stock in a custodial closet for emergency purposes. Contractor shall post and maintain log to monitor supply usage. Contractor should not leave additional or extra supplies on counters, toilet lids or on the floor unless prior approval is given by City of Waco Contract Manager or his/her designee.

3. Exterior Cleaning – Grounds and Sidewalks

a. The grounds and sidewalks around each of the building being serviced under this contract shall be kept free of litter. The areas within twenty (20) feet perimeter of the building shall be clean and swept as needed.

b. All trash and waste receptacles in courtyards, landings, steps, entryways, docks and other designated areas are to be emptied, cleaned and new plastic liners installed on a daily basis. Containers used for collection of trash must be made of non-combustible or flame-resistant substance. All containers used for collection must be washed inside and outside daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the trash and waste receptacles.

4. Break Room Cleaning

Empty all trash and waste receptacles in break room, giving particular attention to the walls around trash receptacles. Replace all waste can liners; clean counter tops, sinks including drain, tabletops, chairs, exterior of refrigerators, vending machines, and cupboards; clean exterior and interior of microwave ovens. All floors must be free from food, spills, grease, dirt, trash, and mildew. Scrubbing will be required for floors, grout, baseboards, and corners. Vacuum carpet and/or dust and mop floor.

Remove all cobwebs. Refill soap and paper towel dispensers and make sure they are operational and functional. As often as needed, or at least weekly, clean all doors, walls, vents, and light fixtures with appropriate chemicals; clean windowsills and walls.

5. Auditorium, Court, and Conference Rooms: In addition to the general cleaning requirements particular attention must be paid to cleaning under non-moving benches, seating, landing, steps, dais, platforms, podium, etc. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, chairs, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up and any debris removed. All chairs will be cleaned or vacuumed to remove loose hair, dirt, and grime. Dust or wipe all tables and chairs.

6. Medical Clinic and Laboratory Area Cleaning: Contractor must wear gloves while working within the medical area. At no time is the Contractor to handle Medical Hazardous Waste. (This waste will be handled by a separate medical waste management contractor through the site manager.) All cleaning is to be done with a substance/germicide/disinfectant suitable for killing germs and disinfecting. All staff cleaning medical areas must be trained in proper use of Personal Protective Equipment and procedures associated with handling hazardous materials.

7. Emergency Services and Other Miscellaneous Duties

The contractor is also responsible for the following duties, which are considered within the scope of services:

a. In the event the City requires emergency services under the contract, the City shall notify the contractor by telephone of the need for such Emergency Services, after which the Contractor shall have one (1) hour unless otherwise specified to respond to the facility or location where the emergency services are required. If the Contractor fails to respond to the facility or location within two (2) hours of the notification by the City, the City reserves the right, in its sole discretion: to hire a separate contractor to complete the work and to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor.

b. Respond to water leaks, spills, etc. and to complaints related to cleaning crew's work within the time frame specified.

c. Report fires, hazardous conditions, damage or broken equipment, dispensers, malfunctioning fixtures or building appurtenances and any other item that needs repair or replacement to the Contract Manager or his/her designee.

8. Floor Cleaning and Maintenance

a. Floor care and maintenance of all carpeted and non-carpeted areas, stairs, stairwells, and foyers to entrances: Floors shall be maintained in such a manner as to promote longevity and safety. All floors shall be left in a clean, orderly, and safe condition. No chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or windowsills during cleaning operations. Base boards, walls, stair risers, furniture and equipment shall in no way show signs of residual splashing; shall in no way be disfigured or damaged during cleaning operations. All furniture and equipment must be returned to its' original position.

b. Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. All tools and equipment

shall be maintained in clean condition at all times and neatly stored each night in the assigned storage area.

c. Removing Gum/Tar Etc.: Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

d. Floor maintenance includes vacuuming/sweeping, damp mopping, scrubbing, and stripping, application of sealant and floor finish and buffing required to achieve the above stated results. Floor finish is only to be applied to floor surfaces that have been thoroughly cleaned.

e. Floor Care Materials: All acceptable floor care materials used will be applied in strict accordance with the manufacturer's printed directions and recommendations and used only if approved by the City of Waco Contract Manager.

f. Sweeping: Sweeping shall include removing all trash, dirt, cigarette butts, gum, and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells, and courtyards. When sweeping resilient tile or sealed concrete floors, treated dust mops shall be used and the sweeping operation shall be performed in a manner that no dust is raised. Straw brooms or push brooms may be used for sweeping exterior surfaces.

h. Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand or crevice tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Movable office furniture, wastebaskets and easily moved items such as wall partitions or display cases shall be moved to vacuum underneath. These items shall be returned to their original location upon completion. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free of all visible litter, soil, lint, dust balls, dirt, strings, loose carpet strands, and other debris. The carpet pile shall stand erect once vacuuming is completed.

i. Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. Contractor employee shall report all carpet tears, burns, and unraveling immediately.

j. Damp Mopping: Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned, and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning each restrooms. Used water must be disposed of in an appropriate janitorial sink. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

k. Spot Mopping: Spot mopping shall include the removal of stains caused by spillage to small areas of floor surface and when windows or doors have been left open causing rain, snow or sleet to be blown in, or other substances tracked in the building.

l. (Excluding carpeted areas) All floors shall receive floor maintenance to include stripping of old wax and the application of a sealant and four coats of floor finish to all floor areas. Chairs, trash receptacles and easily moveable items shall be moved to maintain floor underneath. After receiving floor maintenance, the entire floor shall have a coating of floor finish having a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. All moved items shall be returned to their proper position when all operations are completed.

m. Floor Finishing: The job of floor finishing includes the cleaning and applying of finish to hard floor surfaces per industry standards. Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas. An approved polymer floor finish shall be used on asphalt, rubber, vinyl, linoleum, and other resilient floor covering. All wood surface floors shall be cleaned and finished in accordance with the manufacturer recommendations and instruction for each type of flooring (e.g. parquet, oak, etc.). On hard surface floors such as brick, marble, ceramic, concrete, etc., an approved penetrating water base sealer shall be used. No harsh cleaners and sealers should be used on these floor surfaces. Only materials that are neutral with a PH Factor between 7 and 10 should be used when scrubbing or mopping floors. Avoid all- purpose cleaners or soap containing water soluble, inorganic, or crystallizing salts, harmful alkali, or acids.

n. Scrubbing and Re-coating Floors: Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.

o. Stripping Floors: Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs, or marks.

p. Spray Buffing: A buffing machine shall be used with a synthetic spray buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desire uniform luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or solution used. Spray buffing solution shall not be applied to floors closer than six inches to baseboards or non-moveable fixtures, as the buffing brushes will carry enough solution to protect the six-inch-wide area.

q. Stripping and Refinishing Hardwood/Laminate Floors: Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots. Stripping and Refinishing will be accomplished every 6 months.

r. Cleaning and Sealing Cement Floors: As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish

should not show any stains or spots. Buffing waxed services will be done twice a week or more if needed depending on high traffic areas.

A. GENERAL REQUIREMENTS

Each Project Manager must dedicate forty (40) hours per week to the City of Waco. These hours are non-billable to the City of Waco and must be factored into Contractor's Overhead on the Pricing Forms.

A.1. Contractor shall furnish all labor, personnel, supervision, services, administration, reports, forms, documentation, materials, supplies, chemicals, equipment, tools, pay all salaries, wages, taxes including payroll taxes, FICA, benefits, insurance, fees, permits, fuel including fuel surcharges, shipping, transportation, freight, travel time to and from assignments, mileages, parking, tolls, and all other overhead costs including incidentals necessary to maintain the facilities in a clean and sanitary condition in accordance with standards, conditions and methods set forth and outlined in this RFP for commercial janitorial cleaning services.

A.2. Prior to submitting a proposal, the vendor must attend the mandatory pre-submittal meeting where proposers will have the opportunity to visit and walk through each location site. Proposers are encouraged to examine all documents relating to this project to ascertain the nature of the work and the character of the job site. The bidders shall become familiar with the contractual requirements, limitations, and various aspects of the work, physical conditions, and surroundings of the job site. Contractor shall include in their bid a sum sufficient to cover the cost of doing the work under the existing site conditions and contract requirements. By submitting a bid, the Contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the job site, contractual requirements, limitations and the various aspects of this project. City of Waco will not consider any claims for compensation whatsoever on account of the Contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.

A.3 City of Waco reserves the right to require Contractor to use alternate methods or products at no additional cost to the City of Waco if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved. Contractor shall be responsible for any and all damages resulting from its operation and upon occurrence report, verbally and written, to the Contract Manager. The Contract Manager will provide guidance of any rules related to repairs that the Contractor must comply with (i.e. lease or City of Waco building requirements). Damages shall be repaired to match existing within seven calendar days upon notification and shall be at no expense to City of Waco. The repairs shall be equal to or better than the original condition and will be approved or rejected by the Contract Manager within five calendar days. Should any repairs be rejected the Contractor shall redo the repairs within seven calendar days.

A.4. Labor force employed by the Contractor shall include, but not be limited to, custodians (day and evening workers), supervisory, administrative and executive management personnel.

A.5. Adjustment for change in cleaning area: The City of Waco may increase or decrease the

areas described in this contract to be cleaned with written notice of not less than five full working days. The price adjustment resulting from such a modification will be calculated using the vendor's price per square foot as proposed on the proposal pricing sheet(s) in this RFP solicitation.

A.6. Daytime Services: All daytime services performed under this contract will start between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday unless specified otherwise.

A.7. Evening Services: All evening services performed under this contract shall be completed between the hours of 3:30 p.m. and 12:00 a.m., Monday through Friday unless otherwise specified by City of Waco.

A.8. The City of Waco reserves the right to temporarily or permanently increase or decrease the level of janitorial services at any time, or revise the normal working hours based on the needs of the City of Waco location with five days' notice to the vendor. This may include, but not be limited to, a change in the cleaning program or personnel, a change in the anticipated use of the building, building renovation, or from circumstances not foreseen by this contract. In such event, vendor shall work with the City of Waco to increase or decrease the crew staff or change the normal work hours.

B. Uniform and Employee Identification Badge

B.1. Uniforms: All employees and personnel providing services under this contract shall wear a company supplied uniform consisting of one dedicated color which clearly indicates the company name/logo. All uniforms shall be similar, e.g., color and style, to make Contractor employees or personnel readily identifiable. Uniforms must be clean, free of dirt and odors, neat in appearance (no holes/tears) and all employees and personnel shall wear uniforms at all times during the performance of work under this contract. Unacceptable uniform items shall include but not be limited to:

B.1.1. Polo Style Shirts that conflict with City of Waco Maintenance staff uniforms

B.1.2. T-shirts

B.1.3. Sagging/baggy pants below the waistline

B.1.4. Capri

B.1.5. Shorts

B.1.6. Skirts

B.1.7. Open toed or heeled shoes

B.1.8. Sunglasses (unless prescription)

B.1.9. Hats (unless consisting of the contracted company's logo only)

B.1.10. Sweats (shirts and pants of any kind)

B.2. Employee Identification Badge: City of Waco approved photo identification badges shall be furnished by the Contractor and worn by all Contractors' employees at times while on City of Waco premises. The ID badge shall have the employee's photo, name, signature, and Contractors name visibly displayed. The photo ID badge shall be worn on the upper shirt pocket area of the uniform and be clearly visible at all times upon entering City of Waco property and at all time while on duty. (ALL EMPLOYEES MUST DISPLAY PHOTO ID BADGE AT ALL TIMES (NO EXCEPTIONS)).

City of Waco may also issue Contractor's employees authorization badges that reflect

clearance for security sensitive areas in which the respective employee is authorized to perform services within the facility. These badges shall be issued to the awarded Contractor for distribution to specific employees. Employees will not be authorized in City of Waco security sensitive areas without the respective badge. Badges will not be shared between workers, employees, or personnel. Should a badge become lost, stolen, etc., the Contractor will notify the City of Waco Contract Manager or his/her designee immediately for a replacement badge. Contractor may be liable for the cost of replacement badges. All City of Waco issued badges must be returned upon termination or at end of contract period.

C. Reports

C.1. Weekly Cleaning Inspection Reports per building/facility being serviced under this contact. This report shall be submitted every Monday unless otherwise directed by the Contract Manager.

C.2. Weekly Attendance Report of Employees/Personnel per building/facility being serviced under this contact. This report shall be submitted every Monday unless otherwise directed by the Contract Manager.

C.3. Monthly Usage Report detailing breakdown of disbursement by building/facility of all the products and supplies furnished by the City of Waco. The itemize usage report shall be submitted with monthly invoice.

D. Pager and Other Communication Devices

Contractor's supervisors and on-site personnel (day and night crew) shall be in possession of a mobile phone, pager or other type of communication device while performing work in City of Waco buildings/facilities to support communication effort while on premises.

Contractor will provide the City of Waco Contract Manager or his/her designee with the mobile phone, pager or other type of communication device telephone number and notify immediately of any changes.

E. Staffing Requirements

It shall be the responsibility of the Contractor to determine and provide the correct staffing hours that are necessary to accomplish the requirements of this RFP solicitation in its entirety, within the prescribed time and to the satisfaction of the City of Waco representative.

If the Contractor cannot accomplish the requirements of this contract with the number of personnel or staff hours, the City of Waco will demand an increase in personnel and/or manhours, at no additional cost, until the requirement(s) are met. Any overtime resulting from the failure of the Contractor's employee to report to work, or any other conditions caused by the Contractor shall be the responsibility of the Contractor. All contracted employees must be able to speak and understand English.

E.1. Staffing and Employees/Personnel

Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, and training.

E.1.1. Project Site Manager

The Contractor shall designate in writing to the City's Contract Manager, the name of the person assigned as the Contractor's Project Site Manager with full authority to administer the terms of this contract.

E.1.2. Supervisory Employees/Personnel

Contractor's site supervisor shall be qualified and trained. Supervisor(s) shall be responsible for monitoring personnel activities and working with designated City of Waco staff to resolve deficiencies or issues with respect to the Services.

- (a) The supervisor will be responsible for instructing and training the Contractor employees/personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by the Contract and as specified herein.
- (b) The supervisor(s) will provide inspection and supervision of the work during the entire time staff is located within the building/facility. This means that a supervisor must be on-site, between the multiple buildings/facilities, during the entire cleaning shift (day or evening).
- (c) Supervisor(s) shall respond to questions, complaints, and requests from City of Waco Contract Manager or his/her designee
- (d) Supervisor(s) shall be responsible for addressing all needs associated with the performance of the contract. This shall include emergency supply deliveries, impromptu site inspections, receiving and relaying reports of broken items, and any other duties deemed necessary by the designated City of Waco Contract Manager or his/her designee.
- (d) Supervisors shall carry pagers and/or cell phones provided by Contractor and respond to occupant requests for services and emergencies within 15 minutes of being paged by the City of Waco Contract Manager or his/her designee, in instances where the building attendant is assigned to and occupying the building within which the emergency is occurring.
- (e) Supervisor(s) shall verify the cleanliness of the buildings/facilities in accordance to the cleaning task and frequency chart tables requirements.
- (f) Supervisor(s) shall plan, schedule, and assign work to all of the Contractor's employees/personnel.
- (g) Supervisor(s) shall make inspections to review work in progress and inspect to ensure completion.
- (h) Supervisors shall ensure that the City of Waco's requirements pertaining to the security of buildings/facilities are met, and that Contractor's employees comply with safety regulations.

(i) Supervisor(s) shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping damp mopping, dust mopping, shampooing, etc.

(j) Supervisor(s) shall enter and maintain periodic tasks in a janitorial/custodial logbook and check supply levels.

(k) City of Waco Contract Manager may request the Contractor remove any supervisor due to the poor performance of the supervisor as determined by the Contract Manager. The Contractor shall provide the Contract Manager with a list of the names and emergency telephone numbers of any and all supervisory personnel assigned to the Contract. It shall be the responsibility of the Contractor to keep this list up to date.

E.1.3. Personnel

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 of Waco, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Contract Manager immediately in writing of all changes on contract personnel by submitting name, effective date of employment or termination. When in the opinion of the City of Waco, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied. The day and night crew will perform the services as outlined in the cleaning task and frequency chart and other duties as assigned associated with janitorial cleaning services.

E.1.4. Employee/Personnel Roster List

Contractor shall provide to the City of Waco Contract Manager an accurate list of all employees/personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. The roster list data shall indicate employee/personnel by building(s)/facility in which they are assigned to work, shift, and must include full names, position title, telephone numbers, pager number and copies of current background checks and driver's licenses. Changes and updates to the list shall be reported in writing to the City of Waco's Contract Manager within one working day. Employees/Personnel terminated by the Contractor shall be reported the same day to the City of Waco's Contract Manager, unless it is after hours, then the next business morning shall be acceptable.

E.1.5. Back-up 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.

E.1.6. Removal of Staff

The City of Waco requires the Contractor to remove all Contractor personnel from City of Waco property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and

welfare. It is the responsibility of the Contractor to provide the proper training for their employees. The Contractor shall have one competent working supervisor on the job per shift when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement.

Any violation of these rules, or those established by the City of Waco, by the Contractor's personnel shall result in the removal of the employee from this contract.

- (a) Unauthorized use of City of Waco's employees' personal property;
- (b) Unauthorized reading and disclosing of material of documents available in the facilities, buildings, or properties the City of Waco;
- (c) Unauthorized use of office equipment, scanners, computers, copy machines, fax machines, or other electronic devices;
- (d) Unauthorized use of telephones for any purpose other than emergency cases;
- (e) Disturbing boxes, materials, or papers on or under desks and floors unless they are clearly identified, marked or designated as trash by the employee;
- (f) Opening desk drawers or file cabinets;
- (g) Theft, abuse or misuse of supplies or equipment at any location in the facility;
- (h) Verbal or physical abuse of any person, either employee, visitor or otherwise;
- (i) Failure to follow specific security instructions;
- (j) Deliberate or habitual failure to follow safety instructions;
- (k) Consuming food or beverages in unauthorized areas such as office areas;
- (l) All "No Smoking" ordinances, rules and policies shall be strictly observed in the building/facility and included as a part of this janitorial services contract; and
- (m) All found items including personal property shall be turned in immediately to the Contractor's Supervisor. The supervisor shall return the item(s) to the Contract Manager for handling instruction.

E.1.7. Unauthorized Personnel

The Contractor's employee or personnel shall not to be accompanied on City of Waco's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. Unauthorized persons discovered on the City of Waco's premises will be immediately escorted off the property immediately.

F. Safety Program Training

The Contractor shall ensure employees/personnel providing service under this contract have completed a safety program. This program shall include at a minimum, detailed training procedures in the following:

- (a) Reducing and preventing ergonomic injuries;
- (b) Safe work habits;
- (c) Safe use of cleaning chemicals (right-to-know) SDS Sheets;
- (d) Safe and proper disposal of chemicals;
- (e) The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment;
- (f) Recognizing hazardous or other materials;
- (g) Ensure that employees/personnel are trained on the building/facility evacuation plan.

F.1. Equipment Training Contractor

Shall ensure employees/personnel are qualified to operate janitorial/custodial equipment before assigning employees to tasks that require use of the equipment. The contractor shall maintain records of each individual's training and certifications. The contractor shall ensure that all employees are properly trained in the application and mixing of chemicals used.

F.2. Biohazard Training

Contractor employees/personnel providing services under this contract shall be trained in biohazard and biological waste (blood-borne pathogens) collection, disposal and clean up in blood borne pathogen clean-up in accordance with all applicable industry standards and requirements pertaining to the handling and disposal of biohazard waste, biological waste and infectious waste materials.

F.3. Asbestos (Safety Requirements)

No contract employee/personnel shall knowingly undertake any cleaning work and/or remove/dispose of any material(s) that may be considered to be of an asbestos nature. A City of Waco Representative will notify the Contractor of all City of Waco projects (renovation, etc.) that may impose upon the Contractors cleaning tasks/schedule.

F.4. Contractor will ensure documentation of all training is provided to the Contract Manager upon request with all employees lists kept up to date as turnover occurs. The records by Contractor should indicate the training and certification type by each individual employee/personnel assigned to contract.

F.5. Biohazard Services

Contractor must comply with all Federal, state, local, and industry standards pertaining to the handling and disposal of Biohazards and related materials. Biohazard services will include, but shall not be limited, to the following activities:

- (a) Resolve biohazard situations as needed;
- (b) Removal and disposing of any materials or product deemed biohazard to include human bodily fluids - blood, vomit, urine, feces, saliva and other potentially infectious material;
- (c) Contractor will submit to City of Waco a Biohazard plan for review and approval prior to start of services.

F.6. Safety Precautions

Contractor is required to strictly adhere to all safety precautions, regulations and requirements. Safety shall be a top priority and the Contractor is required to train its staff on how to handle materials, equipment, supplies, and processes to maximize the safety of the cleaning staff, the City of Waco staff, and of the general public within the buildings/facilities. This includes, but is not limited to, ensuring all floor surfaces are not slippery, that no trip hazards are left, that no corrosive chemicals are left on surfaces, etc. The Contractor shall maintain suitable practices, methods, and procedures designed specifically for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the Contractor. In the event of an accident resulting from the negligence of the Contractor, the

Contractor shall be fully liable for injuries caused to affected persons and/or property. It is expected that the Contractor will train its staff with respect to safety precautions and maintain a safe working environment on City of Waco premises.

G. Building Security

Contractor shall be responsible for safeguarding all City of Waco property provided for contractor use. At the end of each work period, all City of Waco buildings/facilities shall be secured.

G.1. All Contractor employee/personnel are required to provide proof of identify when requested to so by City of Waco personnel.

G.2. Contractor's employee/personnel shall immediately report to their supervisor and City of Waco Police Department at 254-750-7500 problems dealing with unauthorized or suspicious persons, conditions, indicating theft, break-in or vandalism and building system failures.

G.3. Contractor's employee/personnel shall keep all doors and gates locked while working in buildings that are not intended to be accessible to the public during the time that the janitorial services are being provided. Keys shall not be left in the doors.

G.4. Contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work required in those areas. The contractor shall not allow non-assigned individuals to accompany his/her personnel within City of Waco buildings/facilities.

G.5. Contractor's employee/personnel shall check all windows, gates and doors for proper closure and locking, turn-off all lights on all floors except master security lighting prior to leaving any facility that is deemed to be closed for business prior to, or upon, the end of the cleaning shift.

G.6. At no time shall Contractor Employees/Personnel violate building security by propping open doors or windows and leaving them unattended.

G.7. Keys and Access Cards

(a) Contractor shall report immediately lost, missing, misplaced, or stolen keys and access cards to the Contract Manager or his/her designee;

(b) Contractor may be liable for costs associated with re-keying, including locks, reissuance, or programming of keys or access card keys, which result from the loss or compromising of keys (duplicate) or access card keys, by contract personnel. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City of Waco with the total cost deducted from the Contractor's monthly payment;

(c) Contractor or his/her designee representative shall sign for all keys and/or access cards of awarded buildings/facilities. The contractor shall establish and implement key control methods to ensure keys/access cards issued to the contractor by the City of Waco are not lost or misplaced and are not used by unauthorized persons;

(d) No duplicate keys or access cards will be made by Contractor. If a duplicate is made, Contractor will be liable for all costs associated in changing locks, re- keying, and re-programming;

(f) All keys and access cards must be returned within two (2) business days upon termination or at end of contract period.

(g) The misuse of any Contractor issued ID cards, Access Control Card or keys by the Contractor or any employees/personnel of the Contractor shall be considered as failure to comply with building security requirement of this contract and shall be considered grounds for termination of the contract.

G.8. Performance of background checks.

(a) The awarded vendor will be required to perform background checks (other than CJIS) and will not invoice the city for those.

H. Incident Report

All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the City of Waco Contractor Manager or his/her designee by telephone within twenty-four (24) hours of the occurrence.

I. Recycle Program

Empty all desk side recycle boxes, bins and/or containers daily located at each desk. All collected recycling material should be placed in specific recyclable totes or collection containers in each department. Flatten cardboard boxes marked trash and deposit in the designated recycle container daily. Pick-up all full recyclable totes or containers to the designated pick-up or staging area locate within each facility/building. Return emptied totes or containers to original locations.

J. Storage Space

The City of Waco will provide reasonable storage space(s) for Contractor to use that will be necessary for the performance of the services required herein. Contractor shall store all supplies, materials, and Safety Data Sheets in storage areas and janitorial/closets designated by the City of Waco. The use of such rooms shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the vendor. City of Waco will not be responsible in any way for the contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident. Contractor agrees to keep storage space clean at all times and comply with all applicable fire regulations and OSHA requirements. City of Waco will have access to the rooms for the purpose of inspection for compliance to fire, health, and any other applicable regulations.

K. OSHA Guideline Compliance

K.1. Safety Data Sheets: The successful contractor shall furnish to the Contract Manager or his/her designee copies of Safety Data Sheets (SDS) for all products used prior to beginning service in the Facility and must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Building/Facility, a copy

of that product's SDS must be provided to the Contract Manager or his/her designee, prior to the product being used in any Facility. The Safety Data Sheets must be in compliance with OSHA Regulation 29CFR 1910.1200 APP D.

K.2. Labeling of Hazardous Materials: Contractor shall comply with OSHA Regulation 1910.1200, paragraph f, concerning the labeling of all chemical containers.

K.3. Caution Sign: Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City of Waco. Caution signs shall be on-site on commencement of Contract. Wet Floor signs are to be placed at entrance areas during inclement weather.

K.4. OSHA Guidelines of Blood Pathogens: Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor is responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Manager or his/her designee.

K.5. Hazard Communication: Due to the nature of custodial/janitorial work, proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the Contract Manager or his/her designee, upon commencement of this Contract. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules will permit the City of Waco to immediately terminate this Contract without liability.

L. Labeling of Supplies/Chemicals

Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state and City of Waco laws, ordinances, rules and regulations.

M. Slip Resistance

Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

N. City of Waco Furnished Property and Services

N.1. City of Waco Furnished Facilities: The City of Waco will provide storage space for janitorial/custodial supplies/equipment. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the contractor. Further, the City of Waco will assume no liability or responsibility for the contractor's compliance or noncompliance with such requirements. Before any modifications to this storage space are performed by the contractor at his or her expense, the Contractor must furnish the Contract Manager documentation describing, in detail, the modification

requested. No alterations to the facility shall be made without specific written permission from the contract Manager. The contractor shall return the facility to the City of Waco in the same condition as received, fair wear and tear and approved modifications excepted. The building/facility shall only be used in performance of this contract.

N.2. City of Waco -Furnished Utilities: The City of Waco will furnish existing utility services for contractor personnel use in those areas where janitorial services are provided including water, sewer, and electric services. However, if contractor personnel require utility services that do not exist within the facility, or area of the facility, it shall be the Contractor's responsibility to provide such utility service. This shall be accomplished by portable or temporary means. The installation and removal of temporary or portable units shall be coordinated with the Contract Manager.

N.3. Materials and Supplies: The City of Waco will provide toilet tissue, toilet seat covers, paper hand towels, and soap for dispensers. Contractor shall be responsible for restocking these items in dispensers as needed.

N.4. The City of Waco will deliver all City of Waco furnished material and supply products to the storage rooms of the appropriate facilities.

N.5. Contractor is required to maintain a product inventory list of the material and supply items furnished by City of Waco. The product inventory list will indicate: a) description of the item(s); b) building location(s) of inventory; and (c) inventory quantities on hand. The product inventory list shall be furnished to City of Waco on a monthly basis or as determined by City of Waco.

N.6. Contractor shall provide a monthly usage report detailing breakdown of disbursement by building/facility of all the products and supplies furnished by City of Waco utilization. The itemized usage report must be turned in with monthly invoice. The report shall include a description of the items; quantity delivered by the City, date of delivery by the City.

O. Contractor Furnished Commercial Equipment and Tools

O.1. All necessary cleaning equipment including power driven floor scrubbing machines, backpack vacuum, wet and dry vacuum, HEPA floor vacuum cleaners, janitorial carts, ladders, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful (wear, tear and mar) to the Building/Facility or its contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repared within twenty-four (24) hours.

The Proposer shall attach an "Equipment List" (for all equipment noted in section O.1.) indicating the manufacturer and amount of equipment that they have available for use under the Contract.

O.2. Tools: Brooms, all mop types (with clean mop heads), mop presses, dustless sweeping

tools, buckets, sponges, squeegees, trash collecting receptacles, push brooms, floor dust mop, hand scrub and window brushes, window squeegee, towel rags, mop buckets w/wringer, dust pans, wall and hand dusters (no feather duster should be utilized), gallon buckets, putty knife, wet floor caution signs. Contractor is responsible for all tools necessary to perform this contract.

O.3. Electrical power, 110 volts, will be furnished by the City of Waco at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor will be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Commercial extension cords are to be used with all equipment requiring electricity and must be in safe operating condition.

O.4. The City of Waco reserves the right to bar Contractor's equipment from use in City of Waco buildings if such equipment is adjudged unsafe, posing a health and/or safety hazard.

O.5. Contractor Furnished Supplies and Other Materials:

All supplies and material furnished by the Contractor shall be made available for inspection and approval for use by the Contract Manager or his/her designee. Sufficient supplies to prevent out-of-stock situations shall be maintained on the job site at all times and made available to the Contractor employees for use in performance of required services. Once the supplies/materials are utilized, they become the property of City of Waco. Only commercial quality cleaning supplies shall be used. All disinfectants shall be EPA registered and approved as effective against all Bloodborne Pathogens, including Hepatitis B and HIV. The contractor is responsible for all supplies and materials necessary to perform the work required under this contract. They include but are not limited to the following mandatory chemicals and supplies.

- Sanitizers
- Furniture Polishes and Waxes
- Germicides
- Graffiti Remover
- All Purpose Cleansers
- Air Fresher (including batteries where applicable)
- Gum Remover
- Glass Cleaners
- Carpet Cleaners
- Carpet spot remover
- Tile Cleaners
- Toilet bowl cleaner and disinfectant
- Fabric Cleaners
- Deodorizers
- Deodorant blocks
- Dusters with handles to reach places
- Urinal blocks and screens
- Spray Buff
- Top Coat Sealers

- Penetrating Sealers
- Hard Floor Cleaner
- Hard Floor Finishes
- Hard Floor Strippers
- Plastic Trash Liners/Bags
- Cleaning Towels/Rags/Sponges
- Metal Polish
- Lime and Scale Remover
- Sanitizers
- Trash can/bin liners (small, medium, and larger)
- Gloves
- Wheeled trash barrels for use during service hours

O.6. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.

O.7. No supplies shall be used that City of Waco or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the Building/Facility, their occupants, contents, or equipment.

O.8. Protective clothing shall be furnished by the contractor to all their employees to perform their job. Exposure Controls/Personal Protection normally identified on Safety Data Sheets will be followed and enforced.

O.9. Current SDS data sheets for all chemicals used for this contract shall be submitted before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. A notebook/ring binder containing all of the SDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled SDS on the front and side and shall state the company's name. The SDS sheets must match the chemicals in that location as well as those used during cleaning.

O.10. All cleaning supplies, materials, and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended, be in good working order and shall provide results necessary to meet the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The use of caustic or acid-based cleansers will not be approved. Contractor shall not dilute chemicals or products past what manufacture recommended ratio specified unless prior approval is given by City of Waco. If products are found to be insufficient to remedy the problem, then City of Waco can request alternative solutions until a solution is found.

O.11. All material, supplies, and equipment to be used by the Contractor shall not be harmful to the surfaces on which they are used.

O.12. Five (5) days before contract start date, the Contractor shall submit to the City of Waco

Contract Manager or his/her designee for approval a list of each item of supply or material to be used. The Contractor must supply all SDS sheets for all supplies purposed.

O.13. City of Waco shall have the right to approve and reject the cleaning methods, materials, chemicals, supplies and equipment used by the Contractor.

P. Background Checks

Two different levels of background checks will be adhered to, depending on the security requirements of the contractor employee's assigned areas.

P.1. Every contractor employee must pass a background/criminal history check in accordance with the requirements the City of Waco stipulates.

P.2. Contractor employees who will be assigned to security sensitive areas must also be able to pass a federal background check.

Proposal Sheet**Pricing must be submitted for every line whether the building is indicated contracted or not.**

Seq.	Building Name	Currently Contracted	SQFT	Shift Schedule	Monthly Cost
1	Operations CNTR	Contracted	28,984	Night	
2	Riverside Building	Contracted	8,500	Night	
3	Community Services	Contracted	26,473	Night	
4	Health Department		24,086	Day/Night	
5	EM/IT	Contracted	13,000	Night	
6	Police Property Room		1500	Day	
7	City Hall	Contracted	37,711	Day/Night	
8	Central Fire		5815	Night	
9	Main Library	Contracted	34,542	Night	
10	Water Office	Contracted	22,930	Night	
11	Mae Jackson Development Ctr	Contracted	21,639	Night	
12	Bledsoe-Miller		14,014	Day/Night	
13	East Branch Library		13,382	Night	
14	Multi-Purpose Facility		8,600	Night	
15	Dewey Center		19,516	Day/Night	
16	Sul Ross	Contracted	19,382	Night	
17	Police Tower	Contracted	142,153	Day	
18	Police Substation (Lions Park)	Contracted	400	Day	
19	Harrison Center		3,822	Day	
20	West Waco Library		32,000	Night	
21	South Waco Library	Contracted	11,120	Night	
22	South Waco Center		19,582	Day/Night	
23	Cottonwood Creek GC	Contracted	5,373	Day	
24	Mammoth Site Visitor's Center	Contracted	1,475	Day	
25	Madison Cooper Terminal	Contracted	22,000	Day/Night/Weekend	
26	Wetlands Visitor & Research	Contracted	5,500	Day	
27	(DAF) Water Plant	Contracted	2,000	Day	
28	WMARSS	Contracted	6,120	Day	
29	Police Range	Contracted	1,220	Day	
30	Police Substation (Mitchell Ave)	Contracted	400	Day	
31	MT. Carmel	Contracted	1395	Day	
32	Animal Shelter	Contracted	1500	Day	
33	TAG		11417	Day	
34	Tennessee House		2592	Night	
35	Streets Admin		7500	Night	
36	Sign Shop		2100	Night	
37	Housing	Contracted	5,594	Night	
38	Roosevelt 11th Floor	Contracted	7,946	Night	
39	Zoo		2,394	Day	
			595,677		

Company

Date

Signature

APPENDIX B

Contract Requirements

- (1) City of Waco General Terms and Conditions
- (2) Additional Terms for Service
- (3) Sample Contract
- (4) Conflict of Interest Questionnaire (CIQ form)
- (5) Disclosure of Relationships with City Council/Officers (City Charter)
- (6) Insurance & Indemnification Requirements
- (7) HB 1295 Information Sheet
- (8) House Bill 89 Energy Form
- (9) House Bill 89 Gun Form
- (10) House Bill 89 Israel Form
- (11) Drug Free Workplace

APPENDIX B.(1)

General Waco Terms and Conditions

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this 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 Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the

claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City 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.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.
- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
 1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
 2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

APPENDIX B.(2)

Additional Terms for Services

- (a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.

- (b) **Time of Completion and Liquidated Damages:** Completing this Project in a timely manner is very important to the City of Waco. Submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.

- (c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

- (d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.

- (e) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (f) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its 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.
- (g) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
 2. Only one contract, agreement, or project shall be billed on a particular invoice;
 3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
 4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

- (h) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may exclude the Selected Firm from the Project site and pursue any remedies available to the City.

2. Upon ten (10) days written notice, City may terminate the contract for convenience, for any reason. In such case, the Selected Firm shall be paid, without duplication, for completed and acceptable work and expenses, including reasonable overhead and profit, and for other reasonable expenses directly attributable to the termination. In no case shall the Selected Firm be paid for anticipated profits or other consequential damages. Upon receipt of written notice, the Selected Firm shall have a duty to mitigate its termination costs and shall not incur additional costs unrelated to the costs directly related to either securing completed work or winding down the Project.

CONTRACT FOR SERVICES

THE STATE OF TEXAS
COUNTY OF McLENNAN

§
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KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made by and between the **CITY OF WACO, TEXAS**, hereinafter referred to as the "CITY," and **[NAME]**, hereinafter referred to as "VENDOR."

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. CONTRACT SERVICES & TERM

- 1.1. The City hereby employs the Vendor, and the Vendor agrees to perform the Janitorial Services requested in Request For Proposal No. 2022-067, a copy of which is attached as Exhibit A.
- 1.2. Vendor's response to the RFP is attached as Exhibit B.
- 1.3. The purpose of this contract is to perform Janitorial Services for facilities used by the City of Waco. Vendor and City will work together to define the tasks to be performed and the facilities to be covered. This may include a timetable for starting the services in certain facilities and adding more facilities over a period of time. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services.
- 1.4. City may from time-to-time request changes in the tasks and facilities. Such changes, including any increase or decrease in the amount of Vendor's compensation based on the facilities included, which are mutually agreed upon by and between City and Vendor shall be incorporated in written change orders under the Contract. Each change order shall include a revised Exhibit C as described by Section 1.8.2, which will supersede any previous Exhibit C.
- 1.5. Vendor agrees to provide the City with such written reports or documentation of work performed and guaranties as may be required by the description of tasks and facilities and the RFP. In addition, Vendor covenants and agrees that the City may review any of the work performed by Vendor under this Contract.
- 1.6. Vendor and its employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of Vendor's employees who work on this project shall be fully qualified and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement. If an item is covered by a manufacturer's warranty, it is the responsibility of the Vendor to obtain the

information for City and to get the manufacturer to honor the warranty.

- 1.7. Vendor agrees to comply with all provisions of this Contract, including requirements of Exhibit D related to insurance and indemnification.
- 1.8. In the event of conflict among the various provisions of the Contract, the following order of priority shall control the interpretation of the Contract Documents:
 - 1.8.1. This executed contract as originally executed or subsequently amended;
 - 1.8.2. Initial facilities and fees (attached as Exhibit C) and the subsequent amendments to that document through change orders under the Contract;
 - 1.8.3. Request For Proposal No. 2022-067
 - 1.8.4. Vendor's response to Request For Proposal No. 2022-067
- 1.9. The term of this contract shall be for a term of five (5) years with three (3) additional two (2) year renewals.

3. **PAYMENTS**

- 3.1. For the services under this Contract, the City agrees to pay Vendor a monthly fee based on the fees listed in Exhibit C for the facilities being cleaned. Any flat percentage increase or decrease requested by Vendor, as allowed by Vendor's response to the RFP 2022-067 (Section 1.8.4), must be made with sufficient time to incorporate such change into the City's budget process. If agreed to by the City, any such change will take effect when approved as part of the budget process by Waco City Council, without the need for a Contract amendment.
- 3.2. All books, records, accounts of Vendor shall be open for inspection by the City or the City's authorized representative at all reasonable times.

- 3.3. Vendor shall present invoices in the following form and content to:

City of Waco Finance Department
P.O. Box 2570
Waco, TX 76702-2570

- 3.3.1. Each invoice must reference the City of Waco contract number or purchase order number;
- 3.3.2. Only one invoice per month may be submitted;
- 3.3.3. Information required herein must be submitted only on an invoice and not in any other non-invoice form or document;
- 3.3.4. Each invoice will list the facilities being cleaned and the price per building; and
- 3.3.5. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City.

- 3.4 The City will pay invoices within thirty (30) days of receipt, unless the City has a question concerning the invoice. The City shall notify Vendor of any question about an invoice within ten (10) working days of receiving the invoice. Portions of the invoice not under question shall be paid as provided herein. The City will work with Vendor to resolve any invoice questions as quickly as possible.

4. **NOTICES**

- 4.1. Each notice to City shall be sent to the designated City Representative and each notice to Vendor shall be sent to the designated Vendor Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this contract shall be in writing and sent by personal delivery, courier or by registered or certified mail.
- 4.2. City representative. The Facilities Manager for the City, and such other and additional persons as City may designate, shall be City's representative(s) and shall act for City in all matters concerning the project, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. City shall not be bound by the actions or representations of any other employee(s) or agent(s) of City.

4.2.1. Contact information:

Name: Thomas Auston II
 Title: Facilities Manager
 Address: City of Waco
 P.O. Box 2570
 Waco, Texas 76702-2570
 Tel: (254) 750-8088
 Cell: (254) 709-2196
 Fax: (254) 750-8014
 Email: thomasa@wacotx.gov

- 4.3. Vendor's representative, [Name], and such other persons as may be designated shall be Vendor's representative(s) and shall act for Vendor in all matters concerning this project.

4.3.1. Contact information:

Name:
 Title:
 Address:
 Tel:
 Cell:
 Fax:
 Email:

- 4.4. Either party may change its representative by giving notice as provided in this section.

5. **TERMINATION OF CONTRACT**

- 5.1. **For cause.** If, through any cause, Vendor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination for cause, the City may pursue any remedies available to the City.
- 5.2. **For convenience.** City may terminate this contract at any time and for any or no reason by a notice in writing from City to Vendor at least 30 days in advance of the termination date. Written notice shall be deemed to have been duly served if delivered in person, or sent by registered or certified mail, to the address stated in Section 4.
- 5.3. **Compensation for services performed.** If the contract is terminated by City as provided herein, Vendor shall be paid for work performed. If this contract is terminated due to the fault of Vendor, paragraph 5.1, hereof relative to termination, shall apply.

6. **MISCELLANEOUS PROVISIONS**

- 6.1. **Findings confidential:** All of the reports, documentation, data, and other information prepared or assembled by Vendor under this contract are confidential, and Vendor agrees that it shall not be made available to any individual or organization without the prior written approval of City.
- 6.2. **Venue:** Venue for any lawsuit involving this agreement shall be in McLennan County, Texas.
- 6.3. **Choice of Law:** This contract is governed by the laws of the State of Texas.
- 6.4. **Compliance with Laws:** Vendor shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.
- 6.5. **Entire Contract:** This agreement (including any documents listed in paragraph 6.18 below) constitutes the entire agreement between City and Vendor, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this contract specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference. Paragraph 1.18 establishes the order of precedent for the documents that comprise this Contract.
- 6.6. **Partial Invalidity:** If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and

effect and shall in no way be affected, impaired, or invalidated.

- 6.7. **Independent Contractor:** In the performance of the services required by this contract, Vendor is and shall be deemed to be an "independent contractor," not an agent, servant, or employee of City. Likewise, employees of Vendor are not the agents, servants, or employees of City. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between Vendor and City.
- 6.8. **Nondiscrimination:** As a condition of this Contract, Vendor covenants and agrees to take all necessary actions to insure that, with regard to work under this Contract, Vendor and its employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, Vendor shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of the Contract.
- 6.9. **Attorneys' Fees:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
- 6.10. **Force Majeure:** In the event performance by either party of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, that party shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. Each party shall notify the other of any matter covered by this section, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under this contract. Upon such notice, the parties shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.
- 6.11. **Arrears of taxes offset to debt against city:** The City of Waco Home Rule Charter in Section 8 of Article VIII provides:
- The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and

no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

- 6.12. **Survival:** Any provisions which by their terms survive the termination of this contract shall bind its legal representatives, heirs, and assigns as set forth herein.
- 6.13. **Assignment:** Vendor shall not assign, transfer, or encumber any right or interest in this contract, in whole or in part, without prior written approval of City.
- 6.14. **Subcontracting:** None of the services covered by this contract shall be subcontracted without the prior written consent of City. Vendor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 6.15. **Successors:** This contract shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- 6.16. **Amendments:** This contract can be supplemented and/or amended only by a dated written document executed by both parties.
- 6.17. **Gender:** Words of any gender used in this contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 6.18. **Exhibits:** All exhibits described in this contract are attached hereto and incorporated herein by reference for all purposes. Exhibits attached this contract are:
 - 6.18.1. Exhibit A – RFP No. 2022-067
 - 6.18.2. Exhibit B – Vendor’s response to RFP, which includes the Conflicts of Interest Questionnaire (CIQ Form), Disclosure of Relations form, Drug Free Work Place Act Certification
 - 6.18.3. Exhibit C – Facilities and Fees
 - 6.18.4. Exhibit D -- Insurance and Indemnification Requirements
 - 6.18.5. Exhibit E – Information About Form 1295
 - 6.18.6. Exhibit F – House Bill 89 Energy Form
 - 6.18.7. Exhibit G – House Bill 89 Gun Form
 - 6.18.8. Exhibit H – House Bill 89 Israel Form
- 6.19. **Multiple Copies:** This contract may be executed in multiple counterparts each of which constitutes an original.
- 6.20. **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.
- 6.21. **Misspelled Words:** Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the

meaning apparently intended by the parties.

CITY OF WACO, TEXAS

BY: _____
Bradley Ford, City Manager

Date Signed: _____

APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney

APPROVED:

Risk Manager

[NAME]
("Vendor")

By: _____

Print Name: _____

Print Title: _____

ATTEST/WITNESS:

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____



INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Waco.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Waco?

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of

Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 Name of vendor who has a business relationship with local governmental entity.

Insert name of vendor seeking to do business with the City of Waco

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



DISCLOSURE OF RELATIONS WITH CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: _____

Is the above entity: **(Check one)**

- ☐ A corporation ☐ A partnership ☐ A sole proprietorship or an individual
☐ Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

- ☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.
☐ YES, a person who is a/an ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

is: **(Check all applicable boxes below)**

- ☐ related to by blood or marriage* and/or ☐ a member of the same household as
and/or ☐ financially dependent upon** and/or ☐ financially supporting**
to a City of Waco ☐ City Council member, ☐ officer or ☐ employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manager of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- ☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).
☐ YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco ☐ City Council member, ☐ officer or ☐ employee,
(b) and is ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,
or ☐ an employee or ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____

City of Waco Insurance & Indemnification Requirements
Professional Services – Not Engineer or Architect (03/22/2019)

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> • Premises/Operations • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles (if any) b. Non-owned vehicles c. Hired vehicles 	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$500,000

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of three (3) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.



INFORMATION ABOUT FORM 1295 DISCLOSURE

Beginning January 1, 2016, a business entity entering into a contract which is approved by the Waco City Council for services, goods or other property to be used by the City of Waco was required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. A Form 1295 may also be required if a contract with the City is changed, amended, extended, or renewed.

House Bill 1295 found in Texas Government Code Chapter 2252 requires a “business entity” that:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for services, goods or other property
- (3) to be used by the City of Waco

to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. It includes for-profit and non-profit entities. A contract with an individual is not a contract with a business entity.** A Form 1295 is not required for contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

The Texas Ethics Commission has adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295 (approved in 2015).

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity entering into a contract for services, goods or other property with the City of Waco must use that website application to enter the required information on Form 1295 and then print or download a copy of the form. The printed Form 1295 will have unique certification number assigned by the Commission in the upper right part of the Form. An authorized agent of the business entity must sign a printed copy of the Form. The executed Form 1295 must be filed with the City of Waco. The form can be scanned and emailed to the City, faxed to the City, mailed to the City, or delivered to the City. The City is then required to notify the Commission using the Commission’s website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission’s website.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ATTACHMENT A**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
 - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

APPENDIX C

Forms to Complete and Return

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Minority/Women Owned Business
- (4) Litigation Disclosure
- (5) Certification Regarding Debarment
- (6) Non-collusion Affidavit
- (7) Texas Public Information Act
- (8) Protest Procedure



SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFP No. 2022-067

ISSUED BY CITY OF WACO, TX

The entity identified below hereby submits its response to the above identified RFP. The entity affirms that it has examined and is familiar with all of the documents related to RFP.

DECLARATION OF INTENT

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Date: _____

Proposal of (entity name) _____

Signature of Person Authorized
to Sign Submission: _____

Signor's Name and Title
(print or type): _____

PLEASE SIGN AND RETURN WITH BID



BUSINES ENTITY IDENTIFICATION

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: _____

Doing Business As (assumed name): _____

Main Contact Person: _____

Registered Office Address: _____

Business Phone #: _____ Fax#: _____

Email Address: _____ DUNS Number: _____

Check the appropriate box to designate the type of business entity and complete the information below.

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation
☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company ☐ Professional Limited Liability Company
☐ Other _____

Date Business Started: _____ State Where Started: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company ☐ No ☐ Yes – Where Traded: _____

Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address <i>(if different from above)</i>	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}* _____ of
{business entity} _____, certify that the attached
document authorizes *[name of person]* _____ to execute
contracts and other documents on behalf of said business entity and said document has not been revoked,
altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 20_____

(Signature)

Print Name

Attach Document to this Form

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____
(Name of Corporation)

that _____ is hereby authorized to execute a contract with the
(Name)

City of Waco to complete/construct _____
(Name of Project, Project No.)

_____, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution was
(Secretary of Corporation)

adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature of Secretary)

(Print Name of Secretary)

(Email Address)

If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP

Name of Business Entity: _____

Which is: ☐ Corporation ☐ Professional Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Company
☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: _____

Title: _____

I declare under penalty of perjury that the above is true and correct.

Signature

Print Name

Print Title

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, A.D., 20____.

(seal)

Notary Public

My Commission Expires:



**CITY OF WACO
PURCHASING
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

_____ YES _____ NO

If yes, check one of the blocks (indicate male or female):

Black M/F_____; Hispanic M/F_____; Woman_____; Asian M/F_____;

Native American M/F_____; Service Disabled Veteran of 20% or more M/F_____.

HUB certified _____ YES _____ NO

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____



LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes

☐ No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

☐ Yes

☐ No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

☐ Yes

☐ No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.



INSTRUCTIONS FOR CERTIFICATION REGARDING
Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Purchasing Department**

Post Office Box 2570

Waco, Texas 76702-2570

254 / 750-8060

Fax: 254 / 750-8063

www.waco-texas.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Company

 Name and Title of Authorized Representative

 Signature

 Date

STATE OF TEXAS §
COUNTY OF _____ §

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TEXAS PUBLIC INFORMATION ACT

Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **bid sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

Revised 10/15/2012

PROCEDURE TO PROTEST AWARD RECOMMENDATION

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

Purchasing Services c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570
- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
 - 1. Name, mailing address, and business phone number of the protesting party;
 - 2. Identification of the RFB being protested;
 - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
 - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.