

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 09/08/09. Thank you.

DATE: September 15, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

9-8-09
AGENDA ITEM
22

9-16-09 orig. ret. to Cheryl at Purchasing

22E5

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Janitorial Services of Various County Buildings
For Fort Bend County
BID 10-005**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**

All correspondence must include the term
"Purchasing Department" in the address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, August 13, 2009
1:30 PM (Central)

MARK ENVELOPE:

**BID 10-005
Janitorial Services for County Buildings**

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.**

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskid@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 06/15/09
Issued: 07/29/09

Fort Bend County Bid 10-005

Vendor Information

KT Commercial Cleaning
Legal Name of Contracting Company



Federal ID Number (Company or Corporation) or Social Security Number (Individual)

979-481-4191 Telephone Number
979-798-6289 Facsimile Number

3232 CR 244
Complete Mailing Address (for Correspondence)

Brazoria, Tx 77422
City, State and Zip Code

Same as above
Complete Remittance Address (if different from above)

Same as above
City, State and Zip Code

Sheila Krensek - president
Authorized Representative and Title (printed)

Taylor - 532@Prodigy.net
Authorized Representative's Email Address

Sheila Krensek
Signature of Authorized Representative

Initials of Bidder: SK

Fort Bend County Bid 10-005

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

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- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

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- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

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- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

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2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 **Gratuities:** Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.

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- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and 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. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide janitorial services to Fort Bend County Buildings, which meet or exceed specifications contained herein.

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4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change.

5.0 PERIOD OF CONTRACT:

This contract is for the period 1 October 2009 through 30 September 2010, renewable annually for four (4) years (through 30 September 2014), under the same terms and conditions if mutually agreeable by both parties. Bid price adjustments may be made at time of renewal when federal wage standards dictate. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

6.0 SITE VISITS:

It is the responsibility of the vendor to visit locations prior to bidding.

7.0 PAYMENT BY THE COUNTY:

Payment by the County will be by check within 30 days after receipt of invoice; payment will be prorated daily for unsatisfactory performance and the County will only pay for those days that satisfactory cleaning is accomplished.

8.0 INSURANCE:

8.1 All bidders must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

8.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County demonstrating that by policy endorsement the County, and its employees are named as an additional insured and that the policy (ies) shall provide for waiver of subrogation in favor of the County:

8.2.1 Workers Compensation: According to state law (see section 10.0)

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8.2.2 Employer's Liability: \$500,000

8.2.3 General liability including:

- 8.2.3.1 Premises/Operations
- 8.2.3.2 Products/Completed Operation
- 8.2.3.3 Contractual
- 8.2.3.4 Owner's Protective
- 8.2.3.5 Personal Injury/Advertising Liability
- 8.2.3.6 Mobile Equipment

8.2.4 General liability limits shall be equal to or greater than:

- 8.2.4.1 \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, if Commercial General Liability general aggregate limit is used, the general aggregate limit shall be \$2,000,000.
- 8.2.4.2 Claims - made polices shall not be acceptable. All policies shall be written on occurrence basis.

8.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

8.2.5.1 \$1,000,000 combined single limit per accident for bodily injury and property damage.

8.2.6. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

8.3 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

8.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

8.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

9.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

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- 9.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
- 9.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
- 9.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 9.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
- 9.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
- 9.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
- 9.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 9.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

Initials of Bidder: SK

Fort Bend County Bid 10-005

- 9.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 9.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
- 9.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

10.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.


10.1 Definitions:

- 10.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Initials of Bidder: JK

Fort Bend County Bid 10-005

- 10.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 10.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 10.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 10.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 10.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 10.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 10.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 10.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

Initials of Bidder: 

Fort Bend County Bid 10-005

- 10.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 10.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 10.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 10.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 10.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 10.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 10.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 10.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 10.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

Initials of Bidder: SK

Fort Bend County Bid 10-005

10.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

10.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11.0 PERFORMANCE SECURITY:

The successful bidder must within ten (10) calendar days after notification of bid award, provide the Fort Bend County Purchasing Agent with a Performance Security in the amount equal to one month bid price of awarded contract. Performance Security must be in the form of a Surety Bond, Cashier's Check or Certified Check payable to Fort Bend County. Performance Security may be forfeited in the event the successful bidder fails to perform the duties as specified herein.

12.0 LETTERS OF RECOMMENDATION:

In order to demonstrate to the Fort Bend County Commissioners' Court that the contractor is responsible, each bidder must furnish, **WITH BID**, a minimum of three (3) letters of recommendation, concerning janitorial service, written during calendar year 2009. Letters must be from entities with buildings similar in size to those specified in this invitation for bids.

Initials of Bidder: SK

Fort Bend County Bid 10-005

13.0 REQUIREMENTS OF SERVICE:

- 13.1 The contractor shall supply all cleaning supplies, equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, interior glass and dusting of furniture. The Facilities Custodial Help Desk should be presented with a list of supplies prior to usage and MSDS sheets for review. Fort Bend County will supply trash bags, soap refills and paper products, i.e. paper towels, toilet tissue, napkins and tissue seat covers. County personnel will clean exterior grounds.
- 13.2 All locations stated herein, unless noted in the Bid Pricing Section will be cleaned Monday through Friday between the hours of 8:00am to 5:00pm.
- 13.3 The contractor will be responsible for loss or damage to County Property and any unauthorized toll type telephone calls, which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damage by the cleaning crew should be reported to Facilities Custodial Help Desk the following day. Each employee of the contractor must agree to being photographed, fingerprinted and a background check when Fort Bend County deems necessary at the expense of the contractor.
- 13.4 No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time.
- 13.5 The cleaning staff will not use any building equipment, such as telephones, computers, typewriters, copy machines, etc. Cleaning staff must never open drawers, files, etc.
- 13.6 The cleaning staff will not be permitted to bring children on premises.
- 13.7 Contractor must provide each employee with Picture I.D. cards satisfactory to Fort Bend County Purchasing Agent.
- 13.8 The contractor is responsible for the security of the building after hours during cleaning. All entrances must be secure after entering and upon leaving the building. If keys are lost, the contractor is responsible for all costs necessary to re-establish security, i.e. new locks, keys, labor, etc. The contractor's access shall be limited to 2 sets of keys, furnished by the County.
- 13.9 Contractor is responsible for conducting daily inspections to insure contract compliance, evidence of daily inspection must be provided at least weekly to Facilities Custodial Help Desk. The contractor must keep a nightly roster of cleaning personnel in the building and their work assignments. The schedule of all periodic tasks and their sign off will be available for review by the County at all times.

Initials of Bidder: SK

Fort Bend County Bid 10-005

- 13.10 The cleaning crew shall be supervised at all times. All services must be inspected daily by a contractor's representative and any corrective action taken immediately. It is the responsibility of the supervisor to correct routine problems before they come to the attention of the Facilities Custodial Help Desk.
- 13.11 Additional services not specified may be contracted for at a rate agreeable to both parties (Example: Special sealants, additional carpet cleaning, additional occupied space, etc.).
- 13.12 DAILY SERVICE:
- 13.12.1 Restrooms:
- 13.12.1.1 Wet mop ceramic tile floor with disinfectant solution, remove all stains.
- 13.12.1.2 Wash and disinfect all surfaces of urinals, bowls and tanks.
- 13.12.1.3 Wash mirrors and vanity shelves.
- 13.12.1.4 Clean and dry polish faucets, soap dispensers, napkin machines and disposal units, towel and tissue dispensers, and waste receptacles to a high gloss shine.
- 13.12.1.5 Damp wipe low ledges, sills and stall partitions.
- 13.12.1.6 Empty all waste containers, replace liners and remove waste as designated.
- 13.12.1.7 Clean and disinfect all waste and sanitary napkins containers both inside and out.
- 13.12.1.8 Spot clean all walls and doors.
- 13.12.1.9 Restock all restroom supplies, i.e. toilet tissues, napkins, soap refills, etc.
- 13.12.2 Stairwells:
- 13.12.2.1 Sweep stairs and landings.
- 13.12.2.2 Dust handrails and ledges.
- 13.12.2.3 Spot clean walls and doors.
- 13.12.3 Floor Covering:
- 13.12.3.1 Carpet: Vacuum and spot clean. Vacuum from corner to corner and clean any spillage.
- 13.12.3.2 Wood: Damp mop ONLY, scuffs are to be removed using vinegar and water ONLY.
- 13.12.3.3 Other: Dust mop and spot clean (treated mop if necessary).

Initials of Bidder: SLC

Fort Bend County Bid 10-005

13.12.4 Dusting and Furniture Care:

- 13.12.4.1 Dust all exposed areas on desks, file cabinets and other work surfaces.
- 13.12.4.2 Dust all windowsills.

13.12.5 Glass and Windows: Spot clean all glass - windows, doors (inside and out), walls, entries and partitions (includes entry doors to building), and glass desktops.

13.12.6 Miscellaneous Cleaning Services:

- 13.12.6.1 Empty wastebaskets and remove all trash to designated areas.
- 13.12.6.2 Install waste basket liners, replace as necessary.
- 13.12.6.3 Clean and polish all drinking fountains to a high gloss shine.
- 13.12.6.4 Clean and remove finger marks and smudges from all walls, wall switches and thermostats.
- 13.12.6.5 Clean and polish all doorknobs and door fixtures.
- 13.12.6.6 Clean inside and outside doormats.
- 13.12.6.7 Clean and polish all handrails and banisters to a high gloss shine.
- 13.12.6.8 Clean daily tabletops and chairs, counter tops and appliance exteriors in staff lounge and kitchens.
- 13.12.6.9 Maintain Janitor's closets in a clean and orderly fashion.
- 13.12.6.10 Clean and polish door and elevator thresholds.
- 13.12.6.11 Sweep all building entries.

13.13 WEEKLY SERVICE: All above, plus.

13.13.1 Restrooms:

- 13.13.1.1 Dust hard to reach areas.
- 13.13.1.2 Wash stall partitions, doors and walls completely with disinfectant solution.

13.13.2 Floor Covering:

- 13.13.2.1 Marble Floors: Clean floors with marble floor cleaner polish with marble floor polish approved by Facilities Custodial Help Desk prior to use.
- 13.13.2.2 Vinyl Tile: Damp mop and spray buff.
- 13.13.2.3 Ceramic and Terrazzo: Damp mop

Initials of Bidder:



Fort Bend County Bid 10-005

13.13.3 Dusting and Furniture Care and Miscellaneous Cleaning:

- 13.13.3.1 Vacuum upholstered furniture weekly.
- 13.13.3.2 Clean all telephones, including pay telephones, weekly.

13.13.4 Stairwells: Wet mop stairs and landings.

13.14 MONTHLY:

13.14.1 Restrooms:

- 13.14.1.1 Machine scrub ceramic tile floors. Supply needed finish.
- 13.14.1.2 Clean or dust all light fixtures.
- 13.14.1.3 Dust air conditioning ducts grills.

13.14.2 Stairwells:

- 13.14.2.1 Clean or dust light fixtures.
- 13.14.2.2 Wash doors thoroughly.

13.14.3 Miscellaneous Cleaning:

- 13.14.3.1 Clean or dust all ceiling light fixtures in building.
- 13.14.3.2 Machine scrub all ceramic tile floors. Supply needed finish in building.
- 13.14.3.3 Dust or vacuum window shades monthly.

13.15 SEMI-ANNUAL:

13.15.1 Floor Covering:

- 13.15.1.1 Vinyl Tile: Strip, wax and polish two (2) times during the contract period. First time between January 1st and March 1st and the second time between July 1st and September 1st.
- 13.15.1.2 Carpet: Complete shampooing throughout the buildings, same schedule as (1) above.
- 13.15.1.3 EXCEPTION: Community Centers flooring must be completed every 45 days.

Initials of Bidder:



Fort Bend County Bid 10-005

14.0 BID PRICE:

Total Bid Price: Zone #1

\$ 3485.50 /mo.

Indicate monthly price per location:

Child Support
(Between 3:30pm - 5:00pm)
2803 B F Terry Blvd., Rosenberg (3,500 sq. ft.)

\$ 275.50 /mo.

County Court at Law #1
(Between 8:00am-12:00 noon)
117 Legion Drive, Richmond (5,000 sq. ft.)

\$ 330.50 /mo.

Juvenile Detention
(Between 8:00am-12:00 noon)
122 Golfview, Richmond (45,000 sq. ft.)

\$ 1450.50 /mo.

Juvenile Detention - School facility
(Between 8:00am-12:00 noon)
118 Legion Drive, Richmond (6,000 sq. ft.)

\$ 262.50 /mo.

Office of Emergency Management
(Between 8:00am-12:00 noon)
307 Fort Street, Richmond (7,348 sq. ft.)

\$ 320.50 /mo.

Pct 1 Bldg
(Between 5:00pm-10:00pm) (18,144 sq. ft.)
1517 Ransom Rd, Richmond
(TABC - 1370 sq. ft. Cleaned Monday, Wednesday,
Friday Only after 5:00pm)

\$ 445.50 /mo.

Tax Office
(Between 5:00pm-10:00pm)
1317 Ransom Rd, Richmond (15,768 sq. ft.)

\$ 400.50 /mo.

Total Bid Price: Zone #2

\$ 1009.00 /mo.

Indicate monthly price per location:

Drainage District
(Between 5:00pm-10:00pm)
1004 Blume Rd., Rosenberg (1,040 sq. ft.)

\$ 97.50 /mo.

Initials of Bidder: SLK

Fort Bend County Bid 10-005

Drainage District
(Between 5:00pm-10:00pm)
1022 Blume Rd., Rosenberg (1,400 sq. ft.)

\$ 110.50 /mo.

Engineering
(Between 5:00pm-10:00pm)
1124 Blume Rd., Rosenberg (6,000 sq. ft.)

\$ 400.50 /mo.

Needville Annex (JP #1 Pl 1)
(Cannot start before 6:30am must be finished by 8:30am)
3114 Rosenberg St., Needville (5,600 sq. ft.)

\$ 400.50 /mo.

Total Bid Price: ZONE #3

\$ 1615.00 /mo.

Indicate monthly price per location:

East End Annex
(Constable Office cleaned between 8:00am-12:00pm)
(Between 5:00pm-10:00pm)(Rest of building cleaned after hours)
303 Tx Parkway, Missouri City (16,000 sq. ft.)

\$ 420.50 /mo.

Emily Court
(Between 8:00am-12:00pm)
12550 Emily Court, Sugar Land TX (18,325 sq. ft.)

\$ 465.50 /mo.

Fifth Street Community Center
(Between 5:00pm-10:00pm)
3110 Fifth Street, Stafford

\$ 225.50 /mo.

Four Corners Park
(Between 4:00pm-9:00pm)
15700 Old Richmond Road, Sugar Land

\$ 200.50 /mo.

Missouri City Tax Office
(Between 8:00am-12:00 noon)
310 Orchard, Missouri City (3,000 sq. ft.)

\$ 220.50 /mo.

Sugar Creek Annex-Only Collections Space
(Between 8:00am-12:00 noon) (Tuesday & Thursday Only)
1514 S. Parkway Blvd., Sugar Land(822 sq. ft.)

\$ 82.50 /mo.

Initials of Bidder: SLC

Fort Bend County Bid 10-005

Total Bid Price: ZONE #4

\$ 1057.50 /mo.

Indicate monthly price per location:

Kitty Hollow Park Office Building
(Between 8:00am-5:00pm)
9555 Hwy 6 South
Missouri City, TX 77459

\$ 300.50 /mo.

Mustang Community Center
(Between 5:00pm - 10:00pm, 3 days a week (Monday, Wednesday and Friday))
4521 FM 521 North
Fresno, TX 77545

\$ 400.50 /mo.

Parks Department
(Between 4:00pm - 9:00pm)
2725 FM 521 North
Fresno, TX 77545

\$ 356.50 /mo.

15.0 BID AWARD:

This contract will be awarded to lowest and best bid per zone. Fort Bend County reserves the right to delete locations in a zone.

16.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) and Facilities Custodial Help Desk (281)341-8623.

Initials of Bidder: JK

CONTRACT SHEET

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 5th day of September, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and KT Commercial Cleaning (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Janitorial Service** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 5th day of September, 2009.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Sheila Krenek
Signature of Contractor

By: Sheila Krenek - president
Printed Name and Title



108 E. Main Street
P.O. Box 997
Clute, Texas 77531-0997

979-265-2541
www.ci.clute.tx.us

August 12, 2009

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Fort Bend County, Texas

Dear Mrs. Kaminski,

I was asked by Sheila Krenek if I would consider writing a letter of recommendation for KT Commercial Cleaning. KTCC has had the contract for the City of Clute public buildings for approximately one year. I am very comfortable recommending KTCC for their services. The City of Clute has been very satisfied with the work they do and the personnel that they hire.

The previous contractor out of Houston generated constant complaints and actually failed to fulfill many aspects of the contract that were quarterly or semi-annually obligations. I have had no complaints from any of the City facilities about the job that KTCC does for us. They have also kept up with the schedule of extra services. The employee that services City Hall works around our schedules for meetings and hearings and insures that the Council chambers are prepared for meetings.

It is worth noting that the employees are easy to communicate with, which is important if there is even a small request that is necessary. I have no concerns that the City of Clute will be entangled in questions of immigration and hiring of persons who are not qualified to work for the City.

It is also a very positive point in the servicing of the City of Clute's contract that the management of KTCC is very responsive when we have a need that needs to be expressed. Sheila Krenek often calls City Hall to check on their employees and the work that they do. At times Ms. Krenek will perform the services at City Hall, which lets me know that she wants to know what the job is for our facility so that she can completely communicate that to her employees.

If you have further questions, please contact me.

A handwritten signature in black ink, appearing to read "Sheila Krenek", written in a cursive style.

City Manager



Ms. Debbie Kaminski, CPPB:

This letter is to serve as a reference of quality, workmanship, and overall business performance for KT Commercial Cleaning. Ms. Sheila Krenek, co-owner, began a relationship with my department as a member of my staff performing custodial duties in our facility. As, Ms. Krenek furthered her career she followed the natural progression of entrepreneurship and along with her partner formed KT Commercial Cleaning Services, very regretfully leaving our department as a staff member. In accordance with a past policy, we were forced to hire another part-time custodian in lieu of Ms. Krenek. We quickly saw how other performance paled in comparison to the work which we had become accustomed. In order to uphold the bar that had been set for cleanliness we revised our personnel policy to allow the position to be contracted giving us the opportunity, again, to procure Ms. Krenek's services, though this time under the name of KT Commercial Cleaning. Ms. Krenek has such an invested interest in all of her clients and has personally trained anyone involved with our facility to ensure that they perform at the same level that she herself would. My facility has received several commendations ranging from number 1 family destination in the Greater Houston Area by Houston Family Magazine all the way to envious remarks from surrounding city surveys. You should be as aware as I am, that cleanliness plays a huge role in appreciation of a facility; KT Commercial Cleaning has allowed us to receive that appreciation. On any given week my facility sees around 3,500 patrons, predominantly children; cleaning this facility is no easy task. With KT Commercial Cleaning able to rise to this extreme challenge, you can rest assured the Service is above and beyond what could be expected for such a task. If you have any questions please feel free to contact me personally.

Best of luck in your search,

A handwritten signature in black ink, appearing to read "Chris Corlea".

Chris Corlea

Recreation Superintendent

City of Angleton Parks & Recreation Department

Office: (979)549-0410

Fax: (979)849-5561

Email: corlea@angleton.tx.us

Website: www.angleton.tx.us

"The mission of Angleton Parks & Recreation is to provide a well-maintained, diverse, family-oriented environment that enhances the quality of life for the citizens of Angleton

Pediatrics
JOEL M. VAVICH, M.D.
135 Oyster Creek Drive Suite B
Lake Jackson TX 77566
(979) 297-9086 FAX (979) 297-6475

August 10, 2009

RE: KT Commercial Cleaning Services

To Whom It May Concern:

Our business has been using KT Commercial Cleaning Services since 10-2008.

We have been very pleased with the services provided by this company. They have done a fine job of cleaning the offices. This a medical facility and they have adhered well to the specific needs required.

KT Commercial Cleaning Services and Sheila Krenek, co-owner and manager, have been involved and efficient in providing the services needed.

I highly recommend KT Commercial Cleaning Services for their excellent work and professional approach to business.

Please do not hesitate to contact me with any questions.

Sincerely,



Ruth Seiwell
Practice Manager

Goe Kawasaki, Inc.

Harley-Davidson/Buell



August 11, 2009

To Whom It May Concern:

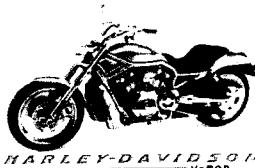
It gives me great pleasure to recommend KT Commercial Cleaning Services to your firm. I have utilized the cleaning services of KT Commercial Cleaning for over the last year at two separate locations. In that time, they have provided my company with outstanding service, a professional workforce, and prompt follow-ups. Sheila Krenek, Manager/Co-Owner of KT Commercial Cleaning Services, takes the extra effort to make sure all employees are following protocols and are meeting or exceeding customer satisfaction. I hope to continue using KT Commercial Cleaning Services at both our Goe Kawasaki and Goe Harley Davidson Dealerships and all future Goe projects.

I would highly recommend KT Commercial Cleaning Services to any company who demands the best out of a janitorial service company, a highly professional staff, and a hassle free service provider. You will not be disappointed with their level of service and customer satisfaction they provide. If you have any questions feel free to contact me.

Sincerely,

Kevin Goe – General Manager

Goe Harley Davidson/Kawasaki





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/11/09

PRODUCER Chideater Insurance
212 Tahoka Road
Brownfield, TX 79316
Phone (806)837-2621 Fax (806)837-2250

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED KT COMMERCIAL CLEANING
3232 Cr 244
BRAZORIA, TX 77422-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS	
INSURER B: TRAVELERS	
INSURER C: JR OLSEN	
INSURER D: PROGRESSIVE	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PENDING	08/05/09	08/05/10	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 2,000,000
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	06608103-0	09/24/08	09/24/09	COMBINED SINGLE LIMIT (Ea accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PENDING	08/05/09	08/05/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 500,000 E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT 500,000
C		OTHER BOND	PENDING	08/10/09	08/10/10	20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

BLANK

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Madeline W. Derrmiller

KT COMMERCIAL CLEANING SERVICES
3232 CR 244 BRAZORIA, TEXAS 77422
979-481-4191
www.ktcommercialcleaning.com



Company Overview:

KT Commercial Cleaning Services was formed in 2007 as a result of the overwhelming satisfaction and demand for our services that we had provided as a small family run business for over five years. As the demand for our services grew, so did our company, and as a result we are continuing to grow daily.

KT Commercial Cleaning Services is a locally owned and operated corporation that has served Brazoria County for over 7 years and recently expanded operations to include Matagorda, Fort Bend, Wharton, Montgomery, Harris, and Galveston Counties. Our company specializes in local city and county government buildings, banks, churches, medical offices, funeral homes, insurance agencies, car & motorcycle dealerships and any size office buildings. Our company is fully insured and bonded and maintains a professional workforce. We believe in giving back to the community and shopping local first; therefore our workforce is comprised of employees from the local community which also helps us better serve our clients.

With KT Commercial Cleaning Services, your business is more than just an invoice number to us. At KT Commercial Cleaning Services you can pick up the phone and deal directly with the owners at anytime you feel necessary. We don't just try to gain business; we strive to keep your business for years to come. Customer satisfaction is our number one priority.

Sugarland office opening soon!

PROUDLY SERVING BRAZORIA, MATAGORDA, WHARTON, GALVESTON, HARRIS, MONTGOMERY & FORT BEND COUNTIES

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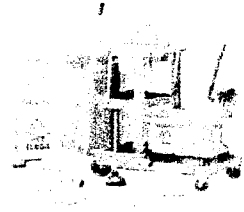
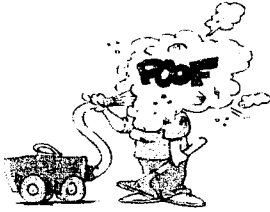
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- No employee shall be under the influence of alcohol while at work or within 12 hours of the beginning of the work shift.
- No employee shall be under the influence of any prescribed/non-prescribed medications that could hinder the employee's abilities to perform his/her duties safely and effectively.
- KT Commercial Cleaning Services will ask all employees to submit to a drug test prior to employment.
- KT Commercial Cleaning Services will require any employee who is injured on the job, to submit to a drug test. Refusal could result in immediate termination.

What Makes Us Different from the Others?

- Fully insured up to \$2,000,000
- Fully Bonded up to \$20,000
- In-House Employee Training Program which consists of:
 - Hazard Communication Plan
 - Blood Borne Pathogens Training
 - Product Familiarization
 - Equipment Familiarization
 - Sexual Harassment Training
 - Security/Safety Brief (Access Controls, Key Codes, Key Accountability, OSHA Standards, Confidentiality, etc.)
- 24 Hour Emergency Response (usually within 1 hour)
- 100% Satisfaction Guaranteed (We will immediately correct any service the customer is not satisfied with on our time and at no additional cost to the customer)

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REFERENCE LIST:

- City of Clute (City Hall, Fire, & all office buildings)
108 E. Main St.
Clute, TX, 77531
979-265-2541
Contact: City Manager - Kyle McCain
- City of Clute Police Department
104 E. Main St.
Clute, TX 77531
979-265-6194
Contact: Philip Hester
- Family Life Church
220 Lake Rd.
Lake Jackson, TX 77566
979-297-2811
Contact: Pastor Sandy Taylor
- First Baptist Church
Hwy 36 & 521
Brazoria, TX 77522
979-798-2340
Contact: Becky Verner
- Second Baptist Church
1817 Shanks Rd.
Angleton, TX 77515
979-849-7220
Contact: Laqiuta Quinn

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REFERENCES CONT.

- Hope Fellowship
200 Lake Rd.
Lake Jackson, TX 77566
979-297-8396
Contact: James Caldwell

- Lake Jackson Soccer Club
PO Box 715
Lake Jackson, TX 77566
979-236-5891
Contact: Peggy White

- Baker Funeral Home
634 S. Columbia Dr.
West Columbia, TX 77486
979-345-3232
Contact: Ann Baker

- Medical Center of Angleton
135 E. Hospital Dr.
Angleton, TX 77515
979-849-7795
Contact: Jessica Rodriguez

- Parking Way Pediatrics
135 Oyster Creek Dr.
Lake Jackson, TX 77566
979-297-9086
Contact: Ruth Seiwell – Practice Manager

- Bone & Joint Clinic of Lake Jackson
120 Flag Lake Dr.
Lake Jackson, TX 77566
979-299-6900
Contact: Camille Hudson – Office Manager

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