# Professional Janitorial & Porter Service Proposal

Prepared for:

the UNIVERSITY of NORTH TEXAS HEALTH SCIENCE CENTER at FORT WORTH Attn: 550 Bailey Ave. Fort Worth Texas 76107 Submitted By:

# TNT JANITORIAL

# **TNT Janitorial**

101 St Louis Ave Fort Worth, Texas 76126 817-984-1761

October 26<sup>th</sup>, 2021

TNT Janitorial 101 St Louis Ave Fort Worth, Texas 76126

October 26th, 2021

UNT – Health Science Center Fort Worth Texas 76107

Introduction: Janitorial Service Proposal – University of North Texas – Health Science Center of Fort Worth 550 Bailey Avenue, Fort Worth, Texas 76107

Thank you for allowing TNT Janitorial to prepare a professional porter service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!* 

Here are a few important highlights:

**Before we start...** All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

**During the start...** We know a seamless, no-hassle start-up is important to every customer. So, at TNT Janitorial, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At TNT Janitorial, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,





#### **Professional Janitorial Services Proposal**

#### General

TNT Janitorial agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. TNT Janitorial agrees to furnish such special services for a period of one year, the dates yet to be agreed upon.

Compensation	
UNT - Health Science Center	
550 Bailey Avenue, Fort Worth, Texas 76107	
Professional Janitorial & Porter Service - Bid Summary	
550 Bailey Ave - Total Cleanable SF	
122,532	Cost/Month
PPSF:	\$0.0585
Janitorial Service (5 nights per week):	\$7,168.12
Monthly Sub Total	\$7,168.12
Sales tax	Tax Exempt
Total Monthly Contract Cost:	\$7,168.12
*Consumables to be billed back to customer at cost.* *Carpet Cleaning at \$.18/sf with minimum of \$450.00 *Strip & Wax at \$.35/sf with minimum of \$450.00	

### **Special Services**

Carpet cleaning is available - Price quoted upon request.

Hard Surface Floors - Price quoted upon request.

Window Washing Services - Price quoted upon request.

#### Service Schedule

Janitorial Service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer. TNT Janitorial is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

#### Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is NET 30 days.

#### Supervision

Adequate personnel and supervision will be furnished to ensure quality service. On Site Management, if requested, will be billed back as an ad hoc service.

#### Supplies

TNT Janitorial will furnish and bill back at cost all consumable products inclusive of but not limited to: toilet tissue, hand towels, trash liners, hand soap and feminine products. If desired, TNT Janitorial can provide these products and invoice them separately.

TNT Janitorial will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

#### Equipment

TNT Janitorial will furnish and maintain all necessary cleaning equipment the customer agrees to provide a secure space for storage of this equipment, as may be necessary.

TNT Janitorial will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

#### Insurance

TNT Janitorial will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

## Our Philosophy

We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why TNT Janitorial enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

#### Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

#### Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

#### Agreement

This Agreement ("this Agreement") is made and entered into as of the date of the last signature by and between TNT Janitorial, with its principal place of business located at 101 St Louis Ave, Fort Worth, Texas 76104 and UNT - Health Science Center with its referred service location of Fort Worth Texas 76107.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

TNT Janitorial

UNT Health Science Center

#### STANDARD ADDENDUM TO AGREEMENT

Contracts with the <u>University of North Texas Health Science Center at Fort Worth</u> ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

<u>Payment</u>. Payment will be made in accordance with the terms of University's purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

<u>Tax Exempt</u>. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

<u>Governing Law and Venue</u>. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

<u>No Excess Obligations</u>. In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

<u>Travel Expenses</u>. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information University's records according to retention requirements.

<u>Required Posting of Contracts on Website</u>. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

<u>Insurance</u>. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

<u>HIPAA</u>. The parties understand and agree that this Agreement may be subject to the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to privacy medical (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002. Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

#### VENDOR

#### UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

HSC Contract # 2022-0207