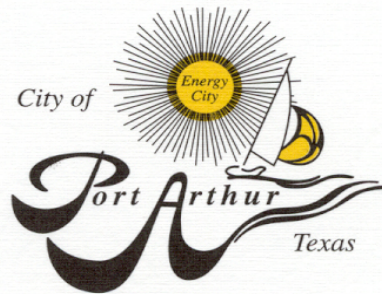


THURMAN BILL BARTIE, MAYOR
DONALD FRANK, SR., MAYOR PRO TEM

COUNCIL MEMBERS:
TRMC
INGRID HOLMES
CAL JONES
THOMAS KINLAW III
KENNETH MARKS
CHARLOTTE MOSES



RONALD BURTON
CITY MANAGER

SHERRI BELLARD,
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

November 29, 2021

**REQUEST FOR PROPOSAL
JANITORIAL SERVICE FOR HEALTH DEPARTMENT**

DEADLINE: Sealed proposal submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, December 8, 2021.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **3:15 p.m. on Wednesday, December 8, 2021** in the City Council Chambers, City Hall, 5th Floor, Port Arthur, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: P22-015

DELIVERY ADDRESS: Please submit **one (1) original and three (3) exact duplicate copies** of your **RFP** to:

CITY OF PORT ARTHUR
CITY SECRETARY
P.O. BOX 1089
PORT ARTHUR, TEXAS 77641

or

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed **in writing** to:

City of Port Arthur, TX
Clifton Williams, Acting Purchasing Manager
P.O. Box 1089
Port Arthur, TX 77641
clifton.williams@portarthurtx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Port Arthur.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Clifton Williams

Clifton Williams, CPPB
Acting Purchasing Manager

**REQUESTS FOR PROPOSALS
JANITORIAL SERVICE FOR HEALTH DEPARTMENT**

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___ this time only ___ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

**MANDATORY
PRE-BID CONFERENCE**

A **Mandatory** Pre-Bid Conference between Representatives of the City of Port Arthur, Texas and prospective bidders for **Janitorial Services for Health Department will be held at the Health Building located at 449 Austin Avenue, Port Arthur TX on December 2, 2021 at 10:00 a.m.** The purpose of the Mandatory Pre-Bid Conference is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of the Contract Documents, and to resolve any problems that may affect the project construction. No addendum will be issued at this meeting, but subsequent thereto, the Purchasing Manager, if necessary, will issue an addendum(s) to clarify the intent of the Contract Documents.

Bids received from firms or individuals not listed on the roll of attendees of the Mandatory Pre-Bid Conference will be rejected and returned unopened to the bidder .

***SPECIFICATIONS
FOR
JANITORIAL SERVICES AT THE HEALTH DEPARTMENT***

SCOPE OF SERVICES:

To set forth the requirements and conditions for performing Janitorial/Cleaning services for the locations listed below. The bidder shall perform the required services in all areas and shall be qualified to furnish a complete and efficient custodial service, including all labor, supervision, cleaning materials and equipment. The successful bidder(s) shall be prepared to perform each task as stated according to the work schedule.

SQUARE FOOTAGE:

The total square footage for the health facility first floor is 13,358. The second floor is 10,432 for a total of 23,790 square feet.

TERMS OF THE CONTRACT:

The term of the contract will be for one (1) year with the option to renew for two (2) additional one (1) year periods. The City can terminate this contract at its convenience which includes, but not limited to, funding being available in any budget cycle with thirty (30) days written notice.

SCHEDULING:

All work is to be done between the hours after 5:00 p.m. and 10:00 p.m.

EVENING AND EXTENDED HOURS CLINICS:

Evening clinics are held every Tuesday and Wednesday from 5:00 p.m. to 7:00 p.m. except for the third Tuesday of each month. Extended hours of operations are held every 3rd Saturday of the month from 8:00 a.m. to 12:00 noon. In preparation of Saturday clinics, the Contractor will clean the facility both on Friday evenings and after closing business day Saturday.

The Health Department reserves the right to change the schedule. In any event the Contractor will be advised of the new schedule changes.

EMPLOYEES:

The supervisor's and employees' names and telephone number and supervisor's pager number/cell phone, if applicable, must be submitted before the contract begins.

Contractor shall supply sufficient employees to maintain the buildings as required in these specifications. Personnel performing work under this contract shall be direct employees of the Contractor. The Contractor must ensure that all personnel assigned to this work site have at least one year's experience in the janitorial services industry, either with the contractor or another janitorial company. Should the maintenance of the building deteriorate, the Contractor will be notified, in writing, and steps shall be taken by the Contractor to correct all problems. If the situation has not improved after a reasonable length of time, the Contractor shall be in violation of the contract and appropriate action shall be taken to rescind the contract.

The City of Port Arthur shall have the right to require the dismissal from the premises covered by the contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the City of Port Arthur. Any employee so dismissed from working on this contract shall not be

allowed to return to the premises without the written consent of the City. Personnel not employed by the Contractor (including minors not employed by the contractor) shall not be permitted on the work premises.

INSPECTIONS:

The quality of the janitorial services performed under this contract shall be observed. Unscheduled job-site inspections will be performed by the City Representative. Any deficiencies or unsatisfactory performance shall be noted, and corrective action by the Contractor will be required. Continued failure to abide by the City's specifications will be grounds for termination of the contract. A minimum of one (1) monthly daylight inspections will be made by the City Representative and Contractor's representative.

REFERENCES/EXPERIENCE:

Each Bidder shall submit a list, with their bid, commercial references for their performance of similar janitorial services. Preferred references are those of similar size and scope of work performed within the past twelve months. Please include name, address, and telephone number of business along with the name and title of the person to contact. Bidder shall have a minimum of five (5) years of documented janitorial service experience.

The Contractor is responsible for instructing his/her employees on appropriate safety measures, including but not limited to safe use of all chemicals, materials and supplies used to perform these services. Walkways and halls shall be kept free of unattended mops, brooms, machines and other tools. "Wet floor" signs shall be displayed in areas being wet or damp mopped. Signs shall be removed and stored after floors have dried.

The contractor shall accompany a Designated City Employee on a tour throughout the areas to receive this janitorial service to establish and mutually agree upon the condition of surfaces, fixtures, furnishings and other City and personal property before starting work on this contract. Surfaces, fixtures or furnishings subsequently damaged by the contractor's employees shall be replaced or repaired to original condition, at no cost to the city.

The contractor shall obtain and maintain in effect throughout the duration of this contact, all insurance required by the City of Port Arthur.

PRODUCT RESTRICTIONS:

Endust is not to be used at any time for any reason in the building.
No harsh cleaners shall be used on wallpaper or vinyl walls.
Do not use furniture polish on any metal surface.

PRODUCT REQUIREMENTS:

Johnson's Over and Under (or equal)
Johnson's Step Ahead (or equal)
All States Chemical's Lemon Glo Furniture Polish (or equal)
Liquid Gold (or equal)
Franklin's Spray Buff (or equal) Franklin's Disappear (or equal)

NOTE: THE BURDEN OF PROOF PERTAINING TO EQUAL PRODUCT QUALITY OF REQUESTED MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR

SUPPLIES FURNISHED BY THE BIDDER:

Contractor shall furnish all materials and equipment including, but not limited to, Disinfectant cleaners that must be EPA approved products for hospital level disinfection, other cleaners, bowl cleaner, wax remover and wax, dust mop, wet mops, brooms, buffer, vacuum cleaners, furniture polish and anything else pertaining to cleaning; liners for trash/wastebaskets containers.

SUPPLIES NOT TO BE FURNISHED BY THE BIDDER:

The bidder is not required to furnish paper towels, toilet tissue, light bulbs, and soap for dispensers, or bio-hazard bags.

PRODUCT REQUIREMENTS:

Successful bidder will supply a list of chemical cleaning and waxing supplies. The burden of proof pertaining to equal product quality of requested materials shall be the responsibility of successful bidder.

EMPLOYEES:

The job supervisor's name and telephone number must be submitted before contract begins. Also supply names of each daily employee on job site.

INSPECTIONS:

Unscheduled job-site inspections will be performed by the City Representative. Failure to abide by City's specifications will be grounds for termination of contract.

The following definitions of terms shall be used in evaluating Janitorial services:

Dusting - A properly dusted surface shall be free of all dirt and dust, dust streaks, lint, and cobwebs. Dusting shall be completed before vacuuming, sweeping/dust mopping.

Sweeping/dust mopping - A properly swept or dust mopped floor shall be free of all dirt, grit, lint and debris.

Vacuuming - A properly vacuumed carpet or floor shall be free of all dirt, dust, grit, lint and debris. All spots or stains shall be removed by the spot cleaning methods. The machine used to vacuum shall have adequate suction to lift dirt, grit and debris from the base of the carpet nap (3.5 amps or greater). All stains shall be removed immediately with an approved carpet cleaning solution in such a manner as to not leave rings or discoloration.

Wet mopping - A properly wet mopped floor shall be free of all dirt, dust, grit, and debris. Fresh water, to which odorless detergent or cleaning agent has been added, shall be used with a sponge-type mop to remove all dirt and marks. Most of the water shall be squeezed from the mop prior to its application to the floor surface, to prevent free-flowing water from being applied to the floor.

Damp mopping - A properly damp mopped floor shall be free of all dirt, dust, grit, marks and debris. Fresh water, to which an odorless detergent or cleaning agent has been added, shall be used with a sponge-type mop to remove all dirt and marks. Most water shall be squeezed from the mop prior to its application to the floor surface, to prevent free-flowing water from being applied to the floor.

Glass cleaning - A properly cleaned glass/mirror surface shall be free of streaks dust film, deposits, debris, and stains shall have a uniformly bright appearance. All adjacent surfaces shall be wiped clean. Glass windows, doors and walls shall be cleaned both sides.

Floor waxing, buffing- A properly waxed and /or buffed floor shall be free of dirt, dust marks, streaks, debris, built -up wax, and standing waters, and shall have a uniformly bright, lustrous appearance

Sinks water fountain cleaning – these fixtures and their hardware, when properly cleaned, shall be free of all deposits, stains, streaks, film, and debris and shall be dry polished to a uniformly bright appearance.

Plumbing- fixture, restroom stall, wall, floor cleaning- these restroom surface, when properly cleaned, shall be free of all deposits, stains, streaks, film, odor, debris, and germs.

**JANITORIAL SPECIFICATIONS
FOR
PORT ARTHUR CITY HEALTH DEPARTMENT**

DAILY:

FURNITURE:

Dust or polish all furniture (desk tops if clear of work, tops of bookcases, cabinets, tables, file cabinets, etc.). Formica surfaces can be cleaned with Windex or equal and wiped clean with a **CLEAN DAMP CLOTH**. Papers, files, or other work items on desk tops are not to be disturbed. Employees may leave a note requesting special cleaning schedule by stating day desk top will be cleared of papers.

RESTROOMS:

Clean and supply (soap dispensers, toilet paper, paper towels) all restrooms. Mop restroom floors with hot water and disinfectant cleaner. Clean and disinfect commodes and urinals, clean the base and outside of commodes and urinals. Clean the walls directly behind toilets and urinals. Clean and polish-mirrors, chrome, dispensers, and lavatories.

SINKS:

All sinks must be cleaned with appropriate cleaner.

EXAMINATION TABLES:

Examination tables should be cleaned with a disinfectant cleaner. Health Department staff will remove paper so that janitorial personnel can clean the table.

BREAK ROOMS:

Clean all break rooms. This will include cleaning tables, microwave ovens, and coffee pots.

CARPET:

Vacuum all carpeted areas.

FLOORS – TILE:

Sweep and wet mop with a disinfectant cleaner, using a CLEAN mop.

WOODWORK, WALLS, SWITCH PLATES, & DOORS:

Spot clean all wood works, walls, switch plates, and doors (inside and outside) for dirt marks.

CHAIRS:

Chairs are to be cleaned with a damp cloth and wiped dry.

WATER FOUNTAINS:

Clean and polish with stainless steel cleaner.

WINDOW SILLS & FRAMEWORK LEDGES:

Clean with damp cloth

WASTE CONTAINERS:

All wastebaskets or other waste containers are to be emptied and liners changed. If waste container is dirty, it is to be washed with warm soapy water inside and outside, if necessary.

CHECK LINERS IN BIO-HAZARD CONTAINERS. WHEN LINERS ARE FULL, REMOVE FROM BIO-HAZARD CONTAINERS AND PUT IN A LARGE BIO-HAZARD BAG AND PLACE IN AREA DESIGNATED BY HEALTH DEPARTMENT PERSONNEL.

GLASS:

Clean and polish glass doors.

TRASH ON HEALTH DEPT. GROUNDS:

Pick up all trash outside of building and place in dumpster.

SIDEWALKS/GUTTERS:

Sidewalks are to be swept and gutters cleared of trash.

WEEKLY:

CARPET:

Spot clean carpet.

FLOORS:

Buff all tile areas including restrooms, waiting areas and entrance way. Do not apply any wax. After daily wet mopping, buff every Monday, Wednesday and Friday. After daily wet mopping, apply (1) coat of wax to all hard finished floors before buffing.

REFRIGERATORS:

Clean outside. Refrigerator(s) containing vaccine and medication will be cleaned by Health Dept. staff. (These will be clearly labeled)

WASTE CONTAINERS:

All wastebaskets or other waste containers are to be cleaned inside and outside.

VENTS, WALLS, BASEBOARDS. ETC.:

Use vacuum cleaner or vacuum duster equipment and pull all dust from walls, corners of rooms, vents, fan vents, and baseboards.

PHONES, CALCULATORS, & TYPEWRITERS:

Clean phone instruments, cords, calculators, and typewriters with damp cloth.

YEARLY

WOOD DOORS:

Liquid Gold or equal product to be applied to all wood doors and wiped down with a soft clean cloth. This is to be accomplished within the first five (5) months of each contract starting date. Liquid Gold or equal product ***MUST NOT*** be sprayed onto walls/doors due to safety hazard.

WINDOWS:

Clean and dry exterior side of outside windows and doors on first floor only.

EVERY 6 MONTHS

Clean and dry exterior side of outside windows and doors on both the first and second floors every 6 months throughout the term of the contract.

LABORATORY RESTRICTIONS:

- ***DO NOT TOUCH/CLEAN COMPUTERS OR TERMINALS.***
- ***DO NOT TOUCH/CLEAN CABINETS OR COUNTERS.***
- ***DO NOT TOUCH/CLEAN SYRINGE CONTAINERS.***
- ***DO NOT CLEAN/TOUCH COUNTERS.***
- ***DO NOT CLEAN/TOUCH LABORATORY EQUIPMENT.***

The City of Port Arthur requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes.* All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

EVALUATION CRITERIA:

The Proposer shall provide the following information:

EXPERIENCE:

1. Proposer's performance in Janitorial Service for health department entities or other clients. Proposer should indicate the number of years of experience the firm has in performing Janitorial Service with businesses of comparable size to the health department or other clients.
2. State the number of years experience for the supervisor.

REFERENCES:

Include three (3) business references for which similar services have been provided. Include the following:

1. The period for which you have provided this service;
2. A brief description of the scope of work; and
3. Contact name, title, address, and telephone number.

The Proposer hereby authorizes and requests any person, firm, corporation and/or government entity to furnish any information requested by the City in verification of the references provided and for determining the quality and timeliness of providing the services.

PRICING:

The rates for Janitorial Services. *See Appendix A*

PROJECT MANAGEMENT PLAN

1. Describe your firm's capability to provide all services required.(Number of employees, Janitorial equipment that will be used, etc)
2. Provide a description of the firm's typical approach to maintain the Health Department. (Number of crews working, how many per crew, how the crews will work the floors, etc)

QUALITY OF SUBMISSION

1. All the form and submitted properly, and all information is submitted.

SELECTION PROCESS:

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicant’s own expense. The City shall not incur any costs for applicant preparation and/or submittal of qualifications.

The City will evaluate all responses based on the qualifications, past performance and project approach. The City reserves the right to negotiate the final fee prior to recommending any business for a contract.

The City’s process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:

a.	Experience.....	30 pts
b.	References.....	15 pts
c.	Pricing.....	25 pts
e.	Project Management Plan.....	20 pts
f.	Quality of Submission-----	10 pts

2. City staff shall recommend the most qualified business to the City Council and request authority to enter into a contract.
3. When services and fees are agreed upon, the selected business shall be offered a contract subject to City Council approval.
4. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked business. The process shall continue until an agreement is reached with a qualified business.
5. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City of Port Arthur will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Purchasing Division any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum.

Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PORT ARTHUR PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.: **Public Works Department**, P.O. Box 1089, Port Arthur, Texas 77641.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County. The City of Port Arthur may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items,

and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

APPENDICES

Please include Appendix A~ D when submitting proposal documents.

INVITATION TO BID
CITY OF PORT ARTHUR, TEXAS
BID SHEET

BID FOR: JANITORIAL SERVICES FOR HEALTH DEPARTMENT

BID DUE DATE: DECEMBER 8, 2021

QTY	UOM	DESCRIPTION	UNIT COST	TOTAL COST
12	Months	Janitorial Service Health Building	\$ _____	\$ _____
	Sft	Additional Carpet Cleaning Upon Request	\$ _____ per square foot	

COMPANY NAME

STREET ADDRESS

SIGNATURE OF BIDDER

P.O. BOX

PRINT OR TYPE NAME

CITY STATE ZIP

TITLE

AREA CODE TELEPHONE NO

EMAIL

FAX NO.

LETTER OF INTEREST

RFP – Janitorial Service for Health Department

Deadline: December 8, 2021

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Port Arthur, TX (City) for **Janitorial Service for Health Department**. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed RFP Letter of Interest Form
- ❖ Completed Affidavit
- ❖ Completed Conflict of Interest Form

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name	Date
------------------	-------------

Authorized Signature	Title
-----------------------------	--------------

Name (please print)	Telephone
----------------------------	------------------

Email

AFFIDAVIT

All pages in Offeror’s Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For Vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person 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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity Date

NON-COLLUSION AFFIDAVIT

CITY OF PORT ARTHUR

§
§

STATE OF TEXAS

§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____