



INVITATION TO BID

The City of Justin, Texas (the City) is soliciting sealed bids for **Janitorial Services**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Proposal Specifications.

Bid Due Time/Date: 2:00 p.m., Thursday, December 1, 2022

OPTIONAL PRE-BID FACILITY TOUR: 10:00 a.m., Thursday, November 10, 2022 (See pages 11 and 12 for information)

Designate on the front, lower left-hand corner of your response, the following:

Bid Number: 22-0012
Subject: Janitorial Services
Do Not Open-Proposal Documents

Bid Mailing/Courier: City of Justin
Address: City Secretary's Office
415 N. College Ave.
Justin, Texas 76247

For convenience at bid opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

City Hall Bid	\$ _____ (dollars) per month
Police Department	
PD Supplemental Office	\$ _____ (dollars) per month
Justin Public Library/ Program room	\$ _____ (dollars) per month
Public Works Admin building	\$ _____ (dollars) per month
Weekly porter services	\$ _____ (dollars) per month
Total Cost Bid Alternate Task #1	\$ _____ (dollars) per occurrence
Total Cost Bid Alternate Task #2	\$ _____ (dollars) per occurrence

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

CONTRACTOR INFORMATION:

Company name

Company representative signature

Address

Company representative printed name

City, State & Zip

Title

Area code & telephone number

Date

E-Mail

OFFICIAL SIGNATURE PAGE
***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED**

BID FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Bid Bond	_____X_____	_____
2. Ack. Of Insurance	_____X_____	_____
3. References	_____X_____	_____
4. Signature Page	_____X_____	_____
5. Conflict of Interest Questionnaire	_____X_____	_____

**CITY HALL , POLICE DEPARTMENT AND LIBRARY BASE BID
SCOPE OF SERVICES:**

The intent is to describe the minimum specifications for contract janitorial services for Justin City Hall located at 415 N. College Ave. Justin, TX 76247. Justin City Hall is an approximate 11,000 sq. ft. non-smoking facility. The hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday with occasional meetings and events after hours of normal operation.

REQUIRED STAFFING (determined by bidder) AND STAFF HOURS:

FACILITY NAME	DAYS	TIMES
City Hall	Monday - Friday	5:00PM – 7:00AM
*Police Department	Monday – Friday	5:00PM – 7:00AM
*PD Supplemental Office	Monday and Wednesday	5:00PM – 7:00AM
Library	Monday – Full cleaning Tuesday – Friday – bathroom and trash only.	10:00AM – 5:00PM 5:00PM – 7:00AM
*Library Program room	Wednesday	5:00PM – 7:00AM

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

ALL OFFICES, MEETING ROOMS, RESTROOMS, KITCHENS, HALLS, & ENTRANCE AREAS:

Daily Tasks:

- Empty Trash and Deposit in Dumpster Outside
- Sweep and Mop all Restroom and Kitchen Floors
- Dust mop hard surface floors with a treated dust mop
- Damp mop hard surface floors to remove any spillage from soiled areas
- Spot clean Utility billing windows, and glass doors
- Straighten welcome mats and décor

Clean & Disinfect Staff Kitchen, Council Kitchen & Restrooms:

Counters
Sinks
Walls
Cabinet facings
Microwaves
Coffee Makers
Mirrors
Stall Walls
Toilets
Urinals
Sweep & Mop Entrance Floor
Restock Restrooms & Kitchens with Paper Supplies
Keep Inventory of Cleaning Supplies
Vacuum Entry Rugs
Vacuum High Traffic Carpeted Areas and Meeting Rooms
Assist Facility Staff in Set-up and Break-down of Tables, Chairs, Etc. as scheduled
Empty Trash

Weekly Tasks:

Vacuum all other carpet areas
Clean accidental spills
Keep Outdoor Dumpster Area Clean & Free of Debris
Clear front and rear entrance areas of debris
Clean indoor and outdoor windows as needed
Dust Air Returns
Clean and straighten entryway floor mats
Clean Outdoor benches in walkways as needed
Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces.

Monthly Tasks:

Thoroughly dust all vents, pictures and manner of furnishings
Disinfect light switches and door frames
Clean light units of debris

ADDITIONAL INFORMATION:

Trash emptied from all areas of City Hall shall be bagged and deposited daily in the trash dumpsters supplied by the City of Justin.

Janitorial staff members will be provided access badges by the City of Justin.

CITY HALL BID \$ _____ PER MONTH

POLICE DEPARTMENT AND SUPPLIMENTAL OFFICE BASE BID SCOPE OF SERVICES:

The intent is to describe the minimum specifications for contract janitorial services for the Justin Police Department located at 415 N. College Ave. Justin, TX 76247 and supplimental office at same location. The Justin Police Department is an approximate 1200 sq. ft. non-smoking facility, and the Supplimental office is approximately 1000 sq. ft. non-smoking facility with bathroom.

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

POLICE DEPARTMENT OFFICES, PATROL ROOM, OPEN AREAS, SUPPLIMENTAL OFFICE AND RESTROOM:

Daily Tasks:

- Glass Entry Door
- Empty Trash in office areas, & bathroom and Deposit in Dumpster Outside
- Conference Tables/Chairs
- Dry dust desks and common areas

Clean & Disinfect Supplimental Office Kitchenette & Restroom:

- Restroom (including counters, sinks, toilets, urinals, floors, doors, partitions, walls, mirrors & trash receptacles)
- Kitchenette, countertop
- Sweep & mop
- Spot Clean & Vacuum Office Carpets & Entry Mats
- Spot Clean Walls
- Stock & Fill Restroom Supplies (including toilet paper, soap, paper towels)
- Maintain Inventory

Weekly Tasks:

- Vacuum carpeted areas and rugs
- Clean accidental spills
- Dust Air Returns
- Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces.

Monthly Tasks:

- Thoroughly dust all vents, pictures and manner of furnishings
- Disinfect light switches and door frames
- Clean light units of debris

POLICE DEPT. BID \$ _____ PER MONTH

LIBRARY AND LIBRARY PROGRAM ROOM BASE BID SCOPE OF SERVICES:

The intent is to describe the minimum specifications for contract janitorial services for the Justin Public Library and Library Program Room located at 408 Pafford Ave. Justin, TX 76247. The Justin Public Library is approximately 3200sq. ft. non-smoking facility with bathroom, and the Library Program room is approximately 1000sq. ft. non-smoking facility.

REQUIREMENTS:

The successful bidder shall be responsible for the daily, weekly and monthly detailed cleaning and shall bid by task as described below:

LIBRARY, COURT OFFICE, CIRCULATION DESK, OPEN AREAS, RESTROOM AND LIBRARY PROGRAM ROOM:

Monday only (Library/Court office) Tasks:

Empty Trash and Deposit in Dumpster Outside
Dust Bookshelves
Sweep hard surface floors
Dust mop hard surface floors with a treated dust mop
Damp mop hard surface floors to remove any spillage from soiled areas when needed
Spot clean Court office partition window
Spot clean Library glass entry door
Straighten welcome mats and décor

Clean & Disinfect Circulation Desk & Restroom:

Counters
Sinks
Walls
Microwave
Coffee Makers
Mirrors
Toilets
Urinals
Sweep & Mop Entrance Floor
Restock Restrooms & Kitchens with Paper Supplies
Keep Inventory of Cleaning Supplies
Vacuum Entry Rugs
Vacuum High Traffic Carpeted Areas
Assist Facility Staff in Set-up and Break-down of Tables, Chairs, Etc. as scheduled
Empty Trash

Weekly Tasks (Library Program Room):

Vacuum all carpet areas
Clean accidental spills
Dust Air Returns
Clean glass door
Sanitize all tables, and chairs

Clear front and rear entrance areas of debris
 Clean indoor and outdoor windows as needed
 Dust all horizontal surfaces, file cabinet, windowsills, and other similar surfaces
 Keep Outdoor Dumpster Area Clean & Free of Debris

Monthly Tasks:

Thoroughly dust all vents, pictures and manner of furnishings
 Disinfect light switches and door frames
 Clean light units of debris

LIBRARY/LIBRARY PROGRAM ROOM BID

\$ _____ PER MONTH

**PUBLIC WORKS ADMINISTRATION BUILDING AND BATHROOMS
 BASE BID SCOPE OF SERVICES:**

The intent is to describe the minimum specifications for contract janitorial services for the Public Works Administration building and Shop Bathroom located at 217 E. 4th St. Justin, TX 76247. The Public Works Administration building is approximately 1800 sq. ft. non-smoking facility, and the downstairs bathroom is a 50 sq. ft. non-smoking facility.

FACILITY NAME	DAYS	TIMES
Public Works (Admin)	Wednesdays	4:00PM – 7:00AM
Public Works shop bathroom	Wednesdays	4:00PM – 7:00AM

REQUIREMENTS:

The successful bidder shall be responsible for the weekly and monthly detailed cleaning and shall bid by task as described below:

**PUBLIC WORKS ADMIN OFFICE, KITCHEN, MEETING SPACE, LAB AREA
 AND RESTROOMS (WEDNESDAY ONLY):**

Weekly Tasks:

Empty Trash and Deposit in Dumpster outside
 Sweep and Mop all Restroom and Kitchen Floors
 Sweep and Mop stairwell
 Clean stair railings
 Straighten welcome mats

Clean & Disinfect Kitchen and Restrooms:

- Counters
- Sinks
- Walls
- Cabinet facings
- Appliances
- Coffee Makers
- Mirrors
- Stall Walls
- Toilets
- Urinals
- Sweep & Mop Floors
- Restock Restrooms & Kitchens with Paper Supplies
- Keep Inventory of Cleaning Supplies
- Vacuum Entry Rugs
- Vacuum Carpeted areas
- Clean accidental spills
- Keep Outdoor Dumpster Area Clean & Free of Debris
- Clear front entrance areas of debris
- Dust Air Returns
- Clean and straighten any floor mats
- Dust all desktops, file cabinet, windowsills, chairs, and other similar surfaces

Monthly Tasks:

- Thoroughly dust all vents, pictures and manner of furnishings
- Disinfect light switches and door frames
- Clean light units of debris

ADDITIONAL INFORMATION:

Trash emptied from all areas of Public Works facilities shall be bagged and deposited in the trash dumpsters supplied by the City of Justin.

Janitorial staff members will be provided access badges by the City of Justin.

PUBLIC WORKS BID \$ _____ PER MONTH

WEEKLY PORTER SERVICES:

Justin City Hall is located at 415 N. College Ave. Justin City Hall, City Council Chambers is 1400 sq. ft. and open Monday-Friday, 8:00a.m. to 5:00p.m. Day Porter services are needed a full 3-4 hours per week for meeting setup prior to meeting times. Setup for meetings are to be during business hours, and the first Monday of each month for Court setup.

REQUIRED STAFFING AND STAFF HOURS:

One staff member:

First Monday of each month for Court setup – 3:00p.m. – 4:00p.m.

First Tuesday of each month for Park Board meeting set up 4:00p.m.- 5:00p.m.

The second and fourth Tuesday of each month for Council meeting set up 4:00p.m.- 5:00p.m.

Third Tuesday of each month for P&Z meeting set up 4:00p.m.-5:00p.m.

Third Thursday of each month for EDC/CDC meeting setup 4:00p.m.-5:00p.m.

**Some meetings are subject to cancellation and other changes. Staff will provide a schedule and update as needed.*

REQUIREMENTS:

The successful bidder shall be responsible for day porter responsibilities. The day porter shall be working when facilities are in operation and address issues and needs as they arrive. They shall not interrupt daily activities and programs. They shall be in uniform with good hygiene at all times. The successful bidder shall bid by task as described below:

Porter Services shall include:

1. Set up and breakdown of any tables, chairs and other items for scheduled meetings.
2. Clean and disinfect tabletops, and podium in areas for meetings and programs.
3. Dust and sanitize computer areas.
4. Ensure that high traffic areas are free of safety hazards.
5. Maintain entrances free and clear of hazards.
6. Promptly clean up any notable floor spills or wet flooring.
7. Check facility for improper working lights and replace light bulbs as necessary.
8. Empty full trash cans as necessary.
9. Remove any trash or items left behind from participants throughout facility.
10. Keep dumpster areas clean and free of debris.

ADDITIONAL INFORMATION:

Janitorial staff for Porter Services will be prohibited from allowing any person (including children) to accompany them on any premises during working hours.

WEEKLY PORTER SERVICES BID \$ _____ PER MONTH

SHOULD TASKS NOT BE COMPLETED ACCORDING TO SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED BY CITY STAFF

AND TASKS SHALL BE COMPLETED WITHIN 24-48 HOURS DEPENDING ON PRIORITY LEVEL.

ALL CITY FACILITIES ARE NON-SMOKING.

ALL BIDDERS HAVE THE OPTION TO ATTEND A PRE-BID FACILITY TOUR ON THURSDAY, NOVEMBER 10, 2022 AT 10:00 AM BEGINNING AT JUSTIN CITY HALL, 415 N. COLLEGE AVE. JUSTIN, TX 76247.

ALL BIDDERS MUST BE BONDED AND INSURED.

THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR RE-SETTING ANY SECURITY ALARMS AND ENSURING FACILITIES ARE LOCKED.

BIDDERS EMPLOYEES MUST BE ABLE TO READ AND UNDERSTAND SPOKEN INSTRUCTIONS, WARNING LABELS, SIGNS, ETC. IN THE ENGLISH LANGUAGE.

ALL TIMES LISTED ON FACILITIES ARE ESTIMATED TIMES. THESE ARE THE HOURS YOU WILL BE WORKING WITHIN. ALL ITEMS ON THE LIST FOR THE FACILITY MUST BE COMPLETED WITHIN THESE HOURS. NOTE: YOU DO NOT HAVE TO WORK THE ENTIRE HOURS LISTED, AS LONG AS ALL ITEMS ON THE LIST ARE COMPLETED.

ALL SCHEDULE DAYS AND TIMES MAY BE AMENDED UPON THE APPROVAL OF THE FACILITY ADMINISTRATOR.

City personnel will perform routine task audits for after-hours facilities at the following locations:

1. City Hall, 415 N. College Ave. Justin, TX 76247
2. Justin Community Library, 408 Pafford Ave. Justin, TX 76247
3. Public Works Administration bldg., 217 E. 4th St. Justin, TX 76247

ALTERNATE BID ITEMS:

These alternate Proposal items are in addition to the base scope of services and would be utilized on an “as needed” basis. Proposals for alternate bid items shall include costs of services per task.

Alternate Bid Task #1:

Clean & Pressure Wash Exterior Walkways and Sidewalks at City Hall

Cost per occurrence: \$ _____ (dollars)

Alternate Bid Task #2:

Clean & Pressure Wash Building Exterior (Eaves, Windows, Bricks & Gates) at City Hall

Cost per occurrence: \$ _____ (dollars)

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

INSTRUCTIONS TO BIDDERS

Terminology - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

- A. Completed Proposals will be received until 2:00 p.m. Thursday, December 1, 2022, at City Hall, Customer Service Desk, 415 N. College Ave. Justin, TX 76247. Proposal responses received after the closing time and date will be returned unopened to the Contractor.
- B. The City WILL NOT ACCEPT a Proposal response or alterations to a BID response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No Proposal responses received via fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the Proposal Specifications until such Proposals have been opened and reviewed.
- D. **ALL BIDDERS HAVE THE OPTION TO ATTEND THE PRE-BID TOUR OF EACH FACILITY ON THURSDAY, NOVEMBER 10, 2022 AT 10:00 AM BEGINNING AT JUSTIN CITY HALL, 415 N. COLLEGE AVE. JUSTIN, TX 76247.**

- E. Bidders are to bid on all items as specified. Base Bids will be awarded to one bidder based on the total bid for the services specified. Alternate Bids may be awarded to one vendor based on their total bid for all alternates.

2. SIGNATURES

All Proposal responses must be signed by an authorized representative of the Contractor. Unsigned Proposal responses will not be considered under any circumstances. Signatures on all Proposal responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for Proposal and Proposal Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN PROPOSAL SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all Proposal specifications and operational requirements. Should the products/services fail to meet the specifications as required in the Proposal, Contractor agrees that the City may elect to do one of the following:

- A. Reject the Proposal and void the purchase as to any and all Proposal items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. BID AWARD/EVALUATION CRITERIA

- A. The City reserves the right to reject any or all Proposal's, in whole or in part; to waive any informality in any Proposal; and to accept the Proposal which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award Proposals by item, combination or groups of items, or total Proposal. **Vendors submitting on an "All or None" basis must so indicate on the Proposal.**
- B. The Proposal award shall be based on, but not necessarily limited to, the following factors:
 - a) total price
 - b) special needs and requirements of the City
 - c) results of reference checks

- d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. Proposals do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Justin.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Justin that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history and in order to satisfy the City of Justin in regard to the bidder's qualifications. The City of Justin reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Justin that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
- 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 - 2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
 - 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Justin accepts no responsibility for any expense incurred in the preparation and presentation of a Proposal. Such expenses shall be borne exclusively by the bidder.

5. **GRIEVANCE PROCEDURE**

The City of Justin provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Chuck Ewings, City Manager (940) 648-2541. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the Proposal request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO BID**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the Proposal, guaranteeing authenticity. Any exceptions or alternates to the Proposal are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO Proposal”** Any exceptions/alternate from specifications and alternate Proposal must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to Proposal may or may not be considered by the City.

Changes prior to opening of Proposal must be submitted before the opening deadline. Changes must be noted on the outside of the Proposal envelope as follows: **“Changes to BID #22-0012”**

7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to Proposal for any reason or to reject any and all Proposals, or parts of all or any specific Proposal or Proposals. The City further reserves the right to accept part or all of any specific Proposal or Proposals, or any combination of Proposal, and to accept any Proposal or Proposals with or without trade-in.

After opening, bidders shall not be allowed to withdraw their Proposals unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Justin. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the Proposal. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its Proposal, the bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Justin, Attn: City Manager, 415 N. College Ave. Justin, TX 76247; no explanation is required.

8. **LATE PROPOSALS**

Proposals received after the official Proposal opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the Proposal. It is the policy of the City that late Proposals will be returned to the sender unopened provided there is a return address on the envelope. However, if a late Proposal is opened in the mail room by City staff in error, or the Proposal invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late Proposal be considered, even if opened. **The**

contractor is solely responsible for ensuring that Proposals are received by the City on or before the Proposal due date and time.

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each Proposal shall be valid for one hundred twenty (120) calendar days after the opening date of the Proposal and shall constitute an irrevocable offer to the City of Justin for the 120-calendar day period. The 120-calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such a decline.

11. SAMPLES

Samples of items, when required, must be furnished to the City at no cost and if the Contractor has not requested the return of the samples within thirty (30) days from the BID opening date, the samples may be either kept by or disposed of by the City.

12. QUANTITIES

- A. To assist in establishing a total Proposal amount for Proposal tabulation purposes, estimated quantities may have been listed in the specifications, or on the Proposal tabulation form for each item. The bidder acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to the Contractor at Contractor's expense.

13. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the Proposal price(s) resulting in the lesser amount(s).

14. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department
 - 3) job site or delivery location
 - 4) complete description of material(s) shipped, including quantity
 - 5) purchase order number (if applicable)

15. DESTINATION CHARGES

All products offered shall be Proposal F.O.B., final destination (e.g., City of Justin), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

16. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

17. DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the product after receipt of the City's order shall be 2 days. This date may determine the award. Should the contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

18. IDENTICAL BIDS

In the event of two or more identical low Proposals, the Proposal will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

19. WARRANTY

Guarantees and warranties, when required, should be included as a part of the BID as they may be a consideration in awarding the Proposal.

20. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with thirty (30) days written notice to the other party. If terminated by the Contractor, the Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines, in its sole discretion, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work, or contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this Proposal, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

21. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

22. **Proposal AMBIGUITY**

Any ambiguity in the Proposal resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of Proposal shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of Proposal specifications and Proposal instructions.**

For clarification of these specifications, call Chuck Ewings, City Manager at (940) 648-2541 ext. 114

23. **CONTRACT DELETIONS/ADDITIONS**

The City of Justin reserves the right to make changes to the contract if the City adds or deletes buildings or otherwise makes other permanent changes on property being maintained under this contract. If this occurs, the City will negotiate deletions/additions and issue a change order. Thirty (30) day written notice will be issued. At the same time, the City reserves the right to add to or delete from this contract. **Additionally, the City reserves the right to cancel contracts, based upon available funding.**

24. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/bid amount will not be processed until signed change order(s) are submitted to the Finance Department.**

25. **MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the Proposal specifications, instructions, and terms and conditions prior to the Proposal submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the Proposal specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Denton Record Chronicle* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at

www.cityofjustin.com. It is the bidder's responsibility to contact the City of Justin to obtain the addenda information.

26. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

27. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. RESPONSE FORM(S) TO BE USED

The Proposal quote must be submitted on the form(s) provided in the Proposal package in compliance with all conditions listed thereon, unless otherwise specified in the Proposal specifications. Proposals may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to propose on this requirement, please fill out and return the attached "NO PROPOSAL" response form.

29. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

30. OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

31. SAFETY DATA SHEETS (SDS)

If required, BID shall include an MSDS for each product quoted, if applicable.

32. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at the Contractor's expense.

33. ORDERS AND PAYMENT TERMS

A. All Proposals shall specify terms and conditions of payment, which will be considered as part of, but not sole control, the award of Proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. Proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to the Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Justin
ATTN.: Accounts Payable
415 N. College Ave.
Justin, Texas 76247

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Justin that **ALL** vendor checks will be mailed through the U S Post Office.

34. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

35. NEGOTIATION

Any attempt to negotiate or provide information on the contents of this Proposal with the City or its representatives prior to the Proposal award shall be grounds for disqualification of the Proposal.

36. PRICE FIXING

In submitting a Proposal response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed Proposal.

37. REFERENCES

Contractor must provide a minimum of (3) verifiable reference where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

38. CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.

After Proposal opening, except for Proposal amounts, names, and addresses of contractors, all other Proposal documents and information will be deemed confidential during the evaluation process until formal action to award the Proposal or reject all Proposals has been taken by the City Council. Following award of the Proposal or rejection of all Proposals by the City Council, all Proposals shall then become public documents, available for public view upon written request. Copies of Proposals may then be requested by interested contractors, citizens, or City officials.

39. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of Proposals, all questions related to this Proposal should be addressed only to the person(s) so named herein or in the Proposal Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the Proposal from further consideration.

40. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediately collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

41. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

42. EMPLOYEE SAFETY

Contractors must provide and enforce the use of appropriate safety equipment.

43. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

44. CRIMINAL HISTORY BACKGROUND CHECK/PROOF OF LEGAL RESIDENCY

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to Chuck Ewings, City Manager, City of Justin, 415 N. College Ave. Justin, TX 76247

Prior to each employee commencing work, Contractor must forward copies of acceptable documents (see attached list of acceptable documents) proving legal residency to Chuck Ewings, City Manager, City of Justin, 415 N. College Ave. Justin, TX 76247 Please forward one document from List A or List B AND one document from List C.

45. CUSTOMER RELATIONS

Contractors are responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

46. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a “tax exempt number.” The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each Proposal submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each Proposal. The City cannot determine for the bidder whether or not the item(s) requested in the Proposal are taxable to the City. The bidder, through the bidder’s attorney or tax consultant, must make such a determination. Bills submitted for taxes after the Proposals are awarded will not be honored.

47. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Justin: Attn: Chuck Ewings, City Manager 415 N. College Ave. Justin, TX 76247 within (10) days of notification.

48. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

52. CONTRACT ADMINISTRATION

Under this contract, the City of Justin will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

53. FAILURE TO ENFORCE

Failure by the City of Justin at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Justin to enforce any provision at any time in accordance with its terms.

54. INDEPENDENT CONTRACTOR

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

55. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/ Proposal shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

56. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Justin. It

shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

57. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Justin as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Justin as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Justin as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Justin upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Josh Armstrong, Finance Department, 415 N. College Ave. Justin, TX 76247.

58. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Justin and or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

59. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for

injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

60. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

61. INDEMNIFICATION

For consideration included in the Proposal price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Justin, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Justin against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Justin, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

62. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Justin, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

63. BONDS

Bid Bond. Unless specified otherwise in Proposal specifications, all Proposals shall be accompanied by a bid bond acceptable to the City in the amount of **\$1,500.00**. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All bid bonds will be returned to bidder within ten days from award of contract.

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Proposals under \$50,000.00 per year will require no bonds. Public Works Bids in excess of \$50,000.00 per year but less than \$100,000.00 per year will require bid and payment bonds. Proposal in excess of \$100,000.00 per year will require Bid, payment and performance bonds.

64. DEBARMENT

By submitting a Proposal, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

65. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

66. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

67. PRE-ESTABLISHED CONTRACTS

The City has access to “Pre-Established Contracts” such as US Communities, State contracts and local purchasing agreements. The City will evaluate the bid amount with what is offered through these contracts and determine which is the most advantageous to the City.

68. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

69. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the bid specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

70. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

71. SUPERVISION

The contracting firm shall provide supervision of employees working under this agreement at no additional cost to the City. **Supervisors or Lead persons must speak and understand English.** This supervision shall include on-site inspection of the facilities at the request of the City's contract representative to solve any problem situations that may occur. **Project manager must be able to speak and understand fluent English.**

72. QUALITY CONTROL

The City of Justin contract representative will make periodic inspections of the facilities, documenting his findings and providing instructions to the contractor's employees as required. The Contractor or representative shall be readily available to meet with the City of Justin representative to review deficient or problem areas. Contractor shall provide a list of employees, hours worked and building assignment including floor workers. Changes to list must be approved by the City of Justin representative prior to new employee start date. **ALL CLEANING PERSONNEL WORKING DURING BUILDING OPERATION HOURS MUST SPEAK AND UNDERSTAND ENGLISH.**

73. PROTECTION OF CITY PROPERTY

All keys will be maintained according to policies approved by the City of Justin

contract representative. Liability for lost keys, re-keying costs and other related expenses shall be the full responsibility of the contractor. Hazardous conditions and items needing repair (such as leaky faucets, toilet stoppages, etc.) shall be promptly reported to the designated Building Operation Supervisor.

The contractor shall be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate. This shall include, but is not limited to, permanent stains on carpet, walls or floors, broken or damaged equipment, fixtures, furnishings, etc., resulting from any cleaning activity.

74. **SUBCONTRACTING OF LABOR**

Subcontracting of labor will not be allowed. The only exception will be Floor Care Personnel with Pre-Approval from the City representative. Any bid received containing subcontracted labor (with the exception of Floor Care Personnel) will be considered non-responsive. In the event the awarded vendor provides subcontracted labor to meet the requirement of this bid, the City will consider such action as sufficient cause for cancellation of the agreement. IRS form W2 will be required to be submitted on each employee prior to commencement of contract.

75. **COMPLIANCE WITH APPLICABLE LAW**

Bidder agrees that the contract will be subject to, and bidder will strictly comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

76. **SERVICE REQUIREMENTS**

Following are examples of services to be performed on a daily basis. These are only basic guidelines and are not exclusive of the work to be performed. Any work normally considered janitorial and requested by the City of Justin contract representative shall be performed. The contractor will adhere to all provided procedures and schedules.

A. Restrooms:

1. Promptly report dispenser malfunctions to the City of Justin Contract Representative.

B. Office Space, Public Areas, Lobbies, Corridors, Etc:

1. Dust horizontal and vertical surfaces, including desks, chairs, tables, file cabinets, shelving, credenzas, vertical blinds, ceiling fans, doors, door frames, walls, grills, ledges, handrails, etc. with treated dust cloths. Do not disturb papers or materials left on surfaces. Glass surfaces shall be cleaned with untreated cloths.

2. Empty and clean outside trash receptacles.
3. Clean drinking fountains with non-abrasive cleaner.

77. **CLEANING QUALITY REQUIREMENTS**

A. Floor Maintenance

1. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or similar items shall be stacked on the desks, table, window sills, etc. Upon completion of work, all furniture and equipment must be returned to its original position.
2. Baseboards, wall, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.
3. After sweeping and damp mopping, all floors shall be clean and free of dirt streaks. No dirt shall be left in corners, under furniture, behind doors or on stair landings or treads. Likewise, sidewalks, entrances and other assigned areas shall be swept clean of all dirt and trash.
4. Special attention shall be given to floors around urinals and toilets to prevent stains, eliminate odors and to provide a uniformly clean appearance throughout.

B. Miscellaneous

1. Dusting – Dust shall not be moved from spot to spot, but removed directly from the area in which it lies by the most effective means (treated dust cloths, vacuum, etc). When doing high cleaning, dust shall not be allowed to fall onto equipment and furniture.
2. Window & Glass Cleaning – After each operation, all glass shall be clean and free of dirt, dust, grime, streaks and excessive moisture. Window sashes, sills, woodworks and surrounding shall be thoroughly wiped free of drippings and watermarks.
3. Spot Cleaning – Following this operation, smudges, marks or spots shall have been removed without causing discolorations.

78. **ADDITIONAL SERVICES**

A. The following service shall be provided as requested:

1. Maintenance Technician
 - A. Must be able to speak and understand English.

- B. Stocks and distributes supplies.
- C. Moves furniture.
- D. Cleans carpets using commercial grade carpet cleaner.
- E. Vacuums, cleans spills and water fountains.
- F. Notes items requiring maintenance and reports to supervisor.
- G. Other duties, as assigned.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin January 1, 2023 or the date of City Council award if subsequent thereto, through a one year period. At City of Justin's option and approval by the vendor, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options. **Prices must not exceed the Proposal amount for the entire contract period.**

RENEWAL OPTIONS

The City of Justin reserves the right to exercise an option to renew the contract of the vendor for three (3) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new Proposal solicitation.

If the primary contractor elects not to exercise the option(s) to renew for three (3) additional one (1) year periods, as outlined above, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original Proposal submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re- Proposal. The City of Justin reserves the right to

re- Propose the entire contract if the pricing of the next low contractor appears to be excessive.

**CITY OF JUSTIN
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications (Number 56-60). If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.

Signature

Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

STATEMENT OF NO PROPOSAL

Janitorial Services

BID # 21-0012

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Justin, Attn: City Secretary, 415 N. College Ave. Justin, TX 76247

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a PROPOSAL response for the following reason(s):
(Please check one or all that apply)**

_____**Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**

- Specifications unclear (please explain).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the PROPOSAL.
- Our schedule would not permit us to perform.

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Justin Proposal process. The City of Justin will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
 Texas Building & Procurement Commission
 P O Box 13047
 Austin, TX 78711-3047
 (512) 463-5872

OR

North Central Texas Regional
 Certification Agency
 616 Six Flags Drive, #416-LB24
 Arlington, TX 76011
 (817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return it with BID.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ **FAX NO.** _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

**REFERENCES
ATTACHMENT I**

****THIS PAGE MUST ACCOMPANY THE PROPOSAL OR PROPOSAL MAY BE REJECTED****

1. Company _____
Address _____
Phone _____ Fax _____
Contact _____
E-Mail _____

2. Company _____
Address _____
Phone _____ Fax _____
Contact _____
E-Mail _____

3. Company _____
Address _____
Phone _____ Fax _____
Contact _____
E-Mail _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity Date</p>	

Adopted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED****

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		5. Native American tribal document
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above:		6. U.S. Citizen ID Card (Form I-197)
		10. School record or report card	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)	
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
				8. Employment authorization document issued by the Department of Homeland Security

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)