



**REQUEST FOR PROPOSAL**  
**RFP #15-023**  
**Provision of City-Wide Janitorial Services**

**I. DEFINITIONS**

*Respondent* means the person or entity that submits a Submittal in response to this RFP.

*Proposal* means the documents required to be submitted as described herein.

**II. SUBMITTAL**

The City of League City desires to enter into a contract with a vendor for services to be rendered in the provision of city-wide janitorial services.

**Documents must be submitted as follows:**

**A.** At least one (1) original and four (4) each electronic copies (CD or jump drive) of the following documents must be submitted ( see **Submission Deadline** herein):

1. Proposal Response;
2. Bidder Certification and Addenda Acknowledgement;
3. Contractor's Capacity to Perform;
4. Respondent's Information Form;
5. Vendor Agreement;
6. Conflict of Interest Questionnaire (CIQ Form);
7. Non-Disclosure Agreement;
8. Contractor Report Card.

**B.** The Proposal must be completed in ink or be typewritten.

**C.** The Proposal must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with the RFP number and name, as shown on the first page of this document, the respondent's name and mailing address, and the date of the proposal deadline.

D. The Proposals may be:

**HAND DELIVERED OR MAILED TO:**

City of League City  
Office of the Purchasing Manager  
300 W. Walker St.  
League City, Texas 77573

**FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

E. Proposals will be received on or before **2:00 p.m., Tuesday, May 19, 2015**. Proposals received after the proposal date and time **will not** be considered.

**III. ADDITIONAL INSTRUCTIONS AND INFORMATION**

A. A pre-proposal meeting is scheduled for all interested providers. This meeting will be held on **May 7, 2015, at 10:00 a.m.** in the City of League City Civic Center, 400 West Walker, League City TX 77573. A walk-through of certain buildings will be conducted. Three of the buildings are within walking distance of the Civic Center, vendors will need to provide their own transportation to the other site.

B. If a respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related document, the respondent should immediately notify the Purchasing Office at the e-mail address listed below. **Questions regarding this proposal must be received by the Purchasing Office on or before 10:00 a.m., Monday, May 11, 2015.** After the Purchasing Office has been notified of a discrepancy or omission, or has been asked a question, the Purchasing Office will post an amendment or addendum at <http://leaguecity.com/bids.aspx> for all respondents to view.

C. A respondent may withdraw a proposal by giving the Purchasing Office written notice of the withdrawal before the proposal deadline. If a respondent submits written notice of the withdrawal after the proposal deadline, a respondent must receive the City's written consent to withdraw a proposal.

D. Proposals received in response to this RFP will be reviewed and evaluated by City staff.

E. Additional documents, amendments, and addendums relating to this RFP are available at the City of League City's Purchasing Office and at <http://leaguecity.com/bids.aspx>.

F. If you have any questions, please contact:

**City of League City Purchasing Department**

Trisha Erndt  
Contract Administrator  
E-mail: [trisha.erndt@leaguecity.com](mailto:trisha.erndt@leaguecity.com)

**Contact with any personnel of the City other than Trisha Erndt, Contract Administrator, regarding this Request for Proposal may be grounds for elimination from the selection process.**

**The City does not assume responsibility for not receiving questions from the respondent or the**

respondent's receipt of any answers, addenda, or amendments placed on the City's website.

**THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF LEAGUE CITY STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT (SEE INSURANCE REQUIREMENTS SECTION BELOW). THE SAMPLE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS RFP OR BY CONTACTING THE INDIVIDUALS LISTED ABOVE.**

#### **IV. GENERAL INSTRUCTIONS**

TO PROVIDE FOR: the provision of city-wide janitorial services.

IT IS UNDERSTOOD that the City Council of the City of League City reserves the right to reject any and/or all proposals, any or all products and/or services covered in this Request for Proposal and to waive informalities of defects in such proposals. Proposals must be valid for ninety (90) days after opening.

Proposals must be submitted on the pricing forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope and **manually (see page 32) signed by a person having the authority to bind the respondent in a contract** and marked clearly on the outside as indicated in this RFP. Respondents should carefully examine all terms, conditions, specifications and related documents. Should a respondent find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of League City Purchasing Office should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of League City's interpretation shall govern.

**TERM OF CONTRACT:** Contract term shall be one (1) year from date of award. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for two (2) additional one (1) year periods. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for additional one-year period(s) is exercised by the City of League City, a price adjustment upward may be requested by the Vendor by the application of the formula set forth in paragraph below. The index to be used in the computation of the price adjustment shall be the "All Items Index" item under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The index for the month most recently published at the time of bid award shall be used as a base for determining price adjustment(s). The index for the month most recently published at the time of contract expiration/possible renewal shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price % change (the point difference between the base index and the subsequent specified index is divided by the beginning index points, and multiplied by 100) in the index equals amount of price change eligible for adjustment. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve

months between price adjustments for contracts having multiple renewal options.

**MULTIPLE CONTRACTORS:** The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

**DOCUMENTATION:** Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

**DESCRIPTIONS:** Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of League City to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of service or products or to meet a pre-established standard of quality. Respondents may offer items of equal quality and the burden of proof of such quality rests with them. The City of League City shall act as sole judge in determining quality and acceptability of products offered.

**TAX EXEMPTION:** The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

**EVALUATION FACTORS:** Evaluation factors outlined below shall be applied to all eligible, responsive respondents in comparing proposals. Award of a contract may be made without discussion to one of the respondents submitting a proposal after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

**EVALUATION COMMITTEE:** Proposals received in response to this RFP will be reviewed and evaluated by City staff.

**DISCUSSIONS:** Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

**BEST AND FINAL OFFER (BAFO):** In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

**EVALUATION PROCESS:** It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished

by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

**COSTS TO SUBMIT:** The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

**INSURANCE REQUIREMENTS:** Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found in Section C.

**LATE PROPOSALS:** Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

**AWARD:** The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

#### **V. MANDATORY TERMS AND CONDITIONS**

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

**CONFLICTING PROVISIONS:** The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

**PAYMENT PROVISIONS:** The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

**LIABILITY AND INDEMNITY:** Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**CONFIDENTIALITY:** Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**CONTRACTUAL LIMITATIONS PERIOD:** Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**GOVERNING LAW AND VENUE:** Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

#### **VI. OTHER TERMS AND CONDITIONS**

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

**ETHICS:** The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers.

By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found in Section C of this document must be completed and turned in with each proposal.

**PURCHASE ORDER:** City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

**DELIVERY:** Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

**INVOICES:** submitted for payment shall be addressed to:

City of League City  
Accounts Payable  
300 W. Walker St.  
League City, TX 77573  
[accountspayable@leaguecity.com](mailto:accountspayable@leaguecity.com)

and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**WARRANTY:** Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**PATENTS/COPYRIGHTS:** The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

**TERMINATION OF CONTRACT:** The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

Do we want to add more criteria?

1. Fails to meet cleaning schedules;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

**TERMINATION FOR CONVENIENCE:** The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

**NOTICE:** Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

**INTERLOCAL AGREEMENT:** Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

## VII. SPECIFICATIONS

### *GENERAL SPECIFICATIONS FOR ALL CITY FACILITIES*

#### SECTION A

**SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications herein 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 of the industry are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1. Uniform:

Employees for the contractor must wear a uniform at all times during the execution of services for the City. The uniform must be clearly visible, in good condition, and show the company name and/or logo on the front. Lack of uniform wearing will be cause for deduction of payment from the invoices (not to exceed \$25 for each documented/observed instance). Employees for the contractor must also wear a suitable photo identification to be worn at all times while performing custodial services in City facilities. City Staff will verify uniforms and photo identifications before the contract is awarded. A City of League City issued photo identification must be worn by all contractor employees while in city facilities.

2. Required Supplies and Equipment:

The contractor must supply all necessary equipment, tools, ladders, supplies, etc. to accomplish all required tasks (unless otherwise specified below). This contract requires the use of an auto scrubber to maintain floors. Equipment will be verified by representative from the City of League City. The contractor must also maintain an inventory of all cleaning chemicals and materials along with equipment required and shall maintain material safety data sheets at each facility. These documents should be kept in a white loose-leaf binder, clearly marked as "Material Safety Data Sheets, Inventory of Supplies and Equipment" and stored with the supplies in a manner that can be viewed upon entering the storage facility. Failure to do so may delay payments to the contractor. City Staff will review documents for compliance.

a) The items that the contractor must provide to perform the cleaning responsibilities include, but are not limited to, the following: all-purpose cleaners, disinfectants/deodorizers, stainless steel cleaner, window cleaner, dust mop treatment, floor wax with minimum of 20% solids, scrub brushes, handy wipes/rags, floor stripping and waxing equipment, dusters, toilet brushes, sponges, rubber gloves, carpet cleaner, vacuum cleaning equipment, ladders, necessary water hoses and nozzles and necessary polishing products.

b) All cleaning products, materials and supplies must be Green Seal certified; any exceptions must be approved by City representative/facility manager. A list of all cleaning products, materials and supplies must be submitted for approval prior to start of service at City facilities and must be pre-approved by a City representative/facility manager.

3. Employee Background Checks:

Contractor must, as a routine business practice or policy, perform background checks on all employees hired and that it is their practice or policy not to hire persons with a criminal record. Background check guidelines are as follows:

- a) Background checks shall be, at a minimum, performed on the State level.
- b) Employees shall not be used for this project if they are found to have any conviction relating to theft, identity fraud or vandalism.
- c) Employees with a felony conviction may not participate in service relating to this contract.

Contractor will furnish the City of League City with a letter stating that all employees subject to working on City property have had background checks performed and meet these requirements.

Special Note: Those employees assigned to the City Public Safety Building will required to obtain fingerprint background check via CJIS.

4. Supervisory Requirements:

- a) Contractor will provide an experienced supervisor who can be contacted (preferably via mobile phone) by City personnel seven (7) days per week.
- b) Supervisor will be available to meet with City personnel a minimum of one time per week. The purpose is to remedy existing problem areas or provide required service in a timely fashion, plus review for quality control. Areas covered may include, but not be limited to, touring of facilities, reviewing reported internal customer complaints, etc.
- c) Employees of the contractor will have access to a supervisor when on duty for any required consultation or advice.
- d) Contractor will establish a primary and secondary contact person. The contractor's supervisor may be one of the contacts.
- e) No children of Contractor assigned to City will be allowed on-site while janitorial service is being performed.

5. Duties To Be Performed Upon Completion Of Service:

- a) Equipment to be returned to designated janitor closet.
- b) Lights to be turned off throughout the building.
- c) All doors that contractor unlocks upon arrival shall be locked upon departure, and the reverse scenario as well (unlocked doors upon arrival should remain unlocked upon departure).

6. Services Completion Report and Payment:

The contractor must record, at the close of each cleaning visit, all work and services provided for that cleaning session using a mutually-agreeable report form and written check list.

- a) Failure to Provide Services: The City's contract representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to adequately provide services may be cause for termination of the contract.
- b) Payment: The contractor will invoice for actual work and services completed. Frequent inspections will be conducted by City staff for verification. The contractor must submit copies (originals are maintained in the binder) of the Service Completion Reports for payment.

7. Keys:

A set of master keys and contractor badges will be issued to the contractor upon initiation of the contract. The contractor must sign for these and must not make copies of the keys without permission from City staff. Any other keys that may be required by the contractor will also be signed for by the contractor. Keys signed for that are not required on a daily basis must be returned as soon as possible. Failure to do so may delay payment. The contractor must return all issued keys at the termination of the contract.

8. Emergency Phone Numbers:

The City will provide the contractor with a listing of emergency phone number contacts upon award of the contract. City staff will update this list as needed. The contractor must also provide City staff with current emergency and non-emergency phone number contacts.

9. Waste:

The contractor is advised to limit waste of supplies during the course of executing the contract. For example, trash in partially filled receptacles should be consolidated into one trash bag for disposal instead of removing the partially filled bag for disposal.

10. The contractor must ensure that all his/her employees shall observe all City ordinances and codes when conducting business on City premises.

11. The contractor will be informed in writing of employees observed by the City displaying inappropriate behavior and unsafe work practices at a City facility. Such employees will be removed from work immediately pending an investigation by the contractor. Under urgent circumstances, the City may orally require the immediate removal of an employee for cause, followed by written confirmation.

12. It is the intent of this specification to provide continuous operation without delay except as occasioned by unforeseeable causes beyond the control and without fault or negligence of the contractor.

13. All day porters and supervisors must be able to read, speak and write proficiently in the English language.

14. The City may consider it necessary to add or delete specific facilities or buildings under the same terms and conditions of the existing contract.

15. Contractor shall not dispose of any boxes, documents or stacks of documents that are placed on the floor of any office unless they are specifically marked for disposal.
16. Contractor shall empty all cigarette receptacles outside of buildings, where applicable, on a weekly basis.
17. Contractor shall ensure that all emergency exits are kept properly secured and free from obstruction or debris.

**TECHNICAL SPECIFICATIONS FOR ALL CITY FACILITIES**

**SECTION B**

**Reference "Attachment A" for additional information.**

**FACILITIES TO BE CLEANED:** Library, Municipal Court/Council Chambers, City Hall, Civic Center, Public Safety Building, Old Police Annex, Building Department, Parks and Recreation Office, Public Works Facility, Vehicle Maintenance/Sign and Wood Shop, Line Repair, Hometown Heroes Park, Countryside Water Tower, Eastside Water Tower, Dallas Salmon Plant (LL), Dallas Salmon Plant (CB), Fire Station # 1, Fire Station # 2, Fire Station # 3, Fire Station # 4, Fire Station # 5, Drill Field, EMS, Southwest Water Reclamation Facility.

**1. DAILY SERVICES:**

**Lobbies and Corridors – Daily Service:**

- Sweep and clean building entrances.
- Sweep, dust mop, and wet mop all tile floors.
- Clean entrance glass; wipe clean smudges, fingerprints, etc.
- Keep foyer and hall walls cleared and free of fingerprints, smudges, and all marks.
- Clean and sanitize drinking fountain(s).
- Clean doorframes, windowsills, and wall plaques -- wipe clean smudges, fingerprints, etc.
- Vacuum walk-off mats (where applicable).
- Clean wall surfaces as needed.
- Vacuum all carpeted areas completely.
- Empty all trash receptacles, clean container with clean, damp cloth, and replace plastic liner.
- Secure all doors and turn off appropriate lights upon completion of work assignments.
- Report all burnt out lights to facilities department and log in English in on-site custodial binder.

**Restrooms – Daily Service:**

- Polish all bright metal surfaces (faucets, trim, flush handles, plumbing, door handles, etc.).
- Restock toilet paper, hand towels, and hand soap dispenser.
- Clean and disinfect restrooms including counters, sinks, toilets, urinals, and all fixtures.
- Wet mop and disinfect tile floors with a germicidal solution, paying particular attention to areas under urinals and toilet bowls.
- Clean mirrors.
- Empty and clean all trash and sanitary napkin receptacles.
- Restock trash receptacle liners.
- Report all burnt out lights, leaking faucets, running plumbing, and other maintenance needs to facilities department and log, in English, in on-site custodial binder or other reporting means acceptable to authorized City staff.

**Meeting Rooms – Daily Service:**

- Dust and wet mop floors (where applicable).
  - Collect and dispose of trash.
  - Return furniture and/or equipment to proper storage location.
  - Clean wall surfaces as needed.
  - Empty trash receptacles (clean as required).
  - Replace trash receptacle liners.
  - Secure all doors and turn off appropriate lights upon completion of work assignments.
  - Report all burnt out lights to facilities department and log, in English, in on-site custodial binder.
- Wipe down tables?

**Offices – Daily Service:**

- Remove hand spots or smudges from entry doors.
- Sweep and damp mop all non-carpeted areas.
- Vacuum and spot clean carpets in all traffic areas, removing staples and other debris.
- Properly position furniture, books and magazines in reception areas.
- Properly position furniture in offices and conference rooms.
- Blackboards will be erased/chalk boards cleaned upon request only.
- Remove fingerprints and smudges from all walls.
- NOTE: DO NOT re-arrange paper work on desks, conference tables or counters.
- Empty all wastebaskets and carry trash to designated areas for removal. Replace plastic liners as needed.
- Empty recycling bins and carry trash to designated areas for removal. Replace plastic liners as needed.
- Secure all doors and turn off appropriate lights upon completion of work assignments.
- Report all burnt out lights to facilities department and log in English in on-site custodial binder.

## **2. WEEKLY SERVICES:**

### **Lobbies and Corridors – Weekly Service:**

- Buff tile floors.
- Spot carpet cleaning.
- Dust all furniture.

### **Restrooms – Weekly Service:**

- Pour sufficient volume of clean water down floor drains to prevent sewer gas from escaping.

### **Meeting Rooms – Weekly Service:**

- Spot carpet cleaning.
- Dust all furniture.

### **Offices – Weekly Service:**

- Spot clean partition glass and mirrors.
- Remove all fingerprints and smudges from light switch covers, electrical outlet cover plates and doorknob handles.
- NOTE: DO NOT re-arrange paper work on desks, conference tables or counters.
- Dust windowsills and ledges.
- Dust furniture, and equipment.

### **Elevators – Weekly Service:**

- Vacuum and clean all spots and stains from carpet.
- Dust and clean wood walls and baseboards.
- Dust and polish all metal with approved polish (no abrasives).
- Damp wipe and remove all spots and fingerprints from doors and walls (interior and exterior).
- Disinfect emergency phone and security compartments. Clean on call buttons, call plates, and signage.
- Report all burnt out lights and malfunctions of elevators to facilities department and log in English in on-site custodial binder.

### **Stairwells – Weekly Service:**

- Monitor entire stairwell system, removing trash, cigarette butts, etc.
- Mop any spills on a daily basis.
- Report all burnt out lights and exit signs to facilities department and log, in English, in on-site custodial binder.

### **3. MONTHLY SERVICES:**

#### **Lobbies and Corridors – Monthly Service:**

- Facilities inspection with designated City staff representative.
- Clean and polish all furniture.

#### **Restrooms – Monthly Service:**

- Facilities inspection with designated City staff representative.

#### **Meeting Rooms – Monthly Service:**

- Facilities inspection with designated City staff representative.

#### **Offices – Monthly Service:**

- Polish all desktops, conference tables and other wood surfaces that are cleared of paperwork.
- Completely clean all partitions and doors, doorjambs, door floor plates, glass and mirrors from floor to ceiling.
- Detailed cleaning of all desks and office furniture (does not include cleaning of personal items).
- Facilities inspection with designated City staff representative.

#### **Stairwells – Monthly Service:**

- Sweep down all stairs and landings.
- Wipe clean all stairwell doors and door jambs.
- Wet mop all stairs and stair landings.
- Dust and clean all lights and fixtures.
- Facilities inspection with designated City staff representative.

**4. QUARTERLY SERVICES:**

**Lobbies and Corridors – Quarterly Service:**

- Strip, wax, and buff tile floors. Schedule services with City representative.

**Restrooms – Quarterly Service:**

- Strip, wax, and buff tile floors. Schedule services with City representative.

**Meeting Rooms – Quarterly Service:**

- Strip, wax, and buff tile floors (where applicable). Schedule services with City representative.

**Offices – Quarterly Service:**

- Strip, clean and apply floor dressing to all composition, hardwood and parquet floors. Schedule services with City representative.
- Strip/scrub and seal all tile floors (schedule services with City representative).

**5. SEMI-ANNUAL SERVICES:**

**Lobbies and Corridors – Semi-Annual Service:**

- Clean interior windows and window blinds.
- Clean light fixtures and interior and exterior of light fixture covers, and ventilation grilles.

**Restrooms – Semi-Annual Service:**

- Clean light fixtures and interior and exterior of light fixture covers, and ventilation grilles.

**Meeting Rooms – Semi-Annual Service:**

- Clean interior windows and window blinds.
- Clean light fixtures and interior and exterior of light fixture covers, and ventilation grilles.
- Clean all baseboards.

**Offices – Semi-Annual Service:**

- Clean interior windows and window blinds.
- Clean light fixtures and interior and exterior of light fixture covers, and ventilation grilles.

## FACILITIES TO BE CLEANED WITHOUT PAPER AND SOAP SUPPLIES

ITEM NO.	FACILITY	PRICE PER MONTH	ANNUAL PRICE (MONTH X 12)	MONTHLY W/O SUPPLIES
1	LIBRARY			
2	MUNICIPAL COURT			
3	CITY HALL			
4	PUBLIC SAFETY BUILDING			
5	500 WEST WALKER			
6	POLICE ANNEX			
7	PARKS & RECREATION OFFICE			
8	PUBLIC WORKS FACILITY			
9	VEHICLE MAINTENANCE			
10	LINE REPAIR			
11	HOMETOWN HEROES PARK			
12	COUNTRYSIDE WATER TOWER			
13	DALLAS SALMON PLANT (LL & CB)			

ITEM NO.	FACILITY	PRICE PER MONTH	ANNUAL PRICE (MONTH X 12)	MONTHLY W/O SUPPLIES
14	FIRE STATION #1			
15	FIRE STATION #2			
16	FIRE STATION #3			
17	FIRE STATION #4			
18	FIRE STATION #5			
19	DRILL FIELD			
20	EMS			
21	SWWRF			
	<b>TOTAL</b>			

## FACILITIES TO BE CLEANED WITH PAPER AND SOAP SUPPLIES

ITEM NO.	FACILITY	PRICE PER MONTH	ANNUAL PRICE (MONTH X 12)	MONTHLY WITH SUPPLIES
1	LIBRARY			
2	MUNICIPAL COURT			
3	CITY HALL			
4	PUBLIC SAFETY BUILDING			
5	500 WEST WALKER			
6	POLICE ANNEX			
7	PARKS & RECREATION OFFICE			
8	PUBLIC WORKS FACILITY			
9	VEHICLE MAINTENANCE			
10	LINE REPAIR			
11	HOMETOWN HEROES PARK			
12	COUNTRYSIDE WATER TOWER			
13	DALLAS SALMON PLANT (LL & CB)			

ITEM NO.	FACILITY	PRICE PER MONTH	ANNUAL PRICE (MONTH X 12)	MONTHLY WITH SUPPLIES
14	FIRE STATION #1			
15	FIRE STATION #2			
16	FIRE STATION #3			
17	FIRE STATION #4			
18	FIRE STATION #5			
19	DRILL FIELD			
20	EMS			
21	SWWRF			
	<b>TOTAL</b>			

**CONTRACT MANAGEMENT PLAN**

**(Submit completed form, or separate attachment, with bid response.)**

**As part of the City's bid evaluation criteria, please describe your company's proposed approach to perform the services required:**

- 1. Proposed personnel – number of supervisors and custodians Contractor will commit to providing daily for services required herein:**

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- 2. Bidders should provide its plan/methodology for assembly of appropriate staffing for the positions identified in response to question 1, above (i.e., from current staff, or hiring plan for new employees, etc.):**

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- 3. Project Management – Operations Manager's qualifications and availability:**

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- 4. Implementation Plan (to include proposed cleaning schedule for each facility) – City reserves the right to accept/reject any proposed schedule, and will further extend affected bidder an opportunity to accept/reject any subsequent City-prescribed schedule:**

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- 5. Response Time – Ability to timely respond to unscheduled spot-cleanings and/or product replenishment:**

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- 6. Delivery Method – Number and types of vehicles to be utilized:**

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**FINANCIAL STRENGTH AND CREDIT REFERENCES**

(Submit completed form, or separate attachment, with bid response.)

Please provide financial statements for the past two years for your company. In addition, please provide a minimum of two revolving credit references from your top two suppliers that would be utilized for performance of this contract.

1. Financial Statements from the past two years. This may be provided as an attachment to the bid.

2. Credit References:

1. COMPANY NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**PAST PERFORMANCE, EXPERIENCE AND REFERENCES**

**(Submit completed form, or separate attachment, with bid response.)**

The Contactor shall list a minimum of four (4) contracts held within the past two (2) years which are similar in nature to the services described herein. Each reference shall include a brief description of the contract, current contact information for the reference with phone number and email addresses and the disposition of the project (i.e., currently held, expired, terminated, etc.). At a minimum, two of the references listed should be for work performed for a Governmental entity in the State of Texas.

1. CONTRACTING ENTITY NAME: \_\_\_\_\_

DESCRIPTION OF PROJECT - including facility size(s):

\_\_\_\_\_  
\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

DISPOSITION OR STATUS OF CONTRACT: \_\_\_\_\_

2. CONTRACTING ENTITY NAME: \_\_\_\_\_

DESCRIPTION OF PROJECT - including facility size(s):

\_\_\_\_\_  
\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

DISPOSITION OR STATUS OF CONTRACT: \_\_\_\_\_

3. CONTRACTING ENTITY NAME: \_\_\_\_\_

DESCRIPTION OF PROJECT -including facility size(s):

\_\_\_\_\_  
\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

DISPOSITION OR STATUS OF CONTRACT: \_\_\_\_\_

4. CONTRACTING ENTITY NAME: \_\_\_\_\_

DESCRIPTION OF PROJECT - including facility size(s):

\_\_\_\_\_  
\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_

DISPOSITION OR STATUS OF CONTRACT: \_\_\_\_\_

### **Selection Process**

The City will use an Evaluation Panel comprised of City personnel to review respondents' proposal. The intent is to determine the vendor(s) who submit a best value to the City, in the City's sole opinion. The City may choose to interview any of the vendors who submit.

The City will then attempt to negotiate a contract from the contractor selected.

As a basis for evaluating the qualifications of a vendor firm, the following elements merit consideration:

1. **Responsiveness to the RFP.** Response that includes an obvious thorough understanding of the solicitation and needs of the City for this project. **(15%)**
2. **Cost.** Cost to the City of League City **(40%)**
3. **References.** Respondent must provide a minimum of five (5) different references for their submitted representative municipal projects. **(30%)**
4. **Qualifications of key personnel and Experience:** To include cleaning and supervisory staff duly qualified, capable and bondable to fulfill and abide by specifications and significant experience in janitorial services. **(15%)**

### **Submission Deadline**

Sealed submittals are required. Submittals shall be delivered to the Office of the City Purchasing Manager at the address set forth below on or before **2:00 p.m. local time, Tuesday, May 19, 2015**. All submittals must be labeled on the outside with the Respondent's name and the specific RFP:

**REQUEST FOR PROPOSAL**  
**RFP #15-023**  
**Provision of City-Wide Janitorial Services**

Late submittals will not be considered. **One** (1) hard copy of the RFP package, in a 3-ring binder and **four** (4) electronic copies, in PDF format, of the RFP package, properly labeled (CD or jump drive), shall be submitted to:

City of League City  
Office of the Purchasing Manager  
300 West Walker Street  
League City, TX 77573

To enable the City of League City to efficiently evaluate the responses, it is **IMPORTANT** that the respondents follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

Inquiries regarding this Request for Proposals must be submitted in writing, or by email, to the Contract Administrator at: [trisha.erndt@leaguecity.com](mailto:trisha.erndt@leaguecity.com). Emailed requests must include the following reference on the email subject line: **RFP # 15-023**.

**NOTES:**

- (1) By submission of your proposal and qualification statements in response to this announcement, you are certifying that neither your firm, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any Federal department or State agency, or other governing body. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform the City of League City.
- (2) No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the RFP or other prescribed submissions and/or presentations before the Selection Committee) to influence any employee or elected official of the City of League City concerning award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification of the firm from further participation in the solicitation for services or goods sought herein, or from participation in future City of League City solicitations or contracts.
- (3) The City of League City will not be responsible for any costs incurred by anyone in the submittal process.
- (4) The City reserves the right to waive any irregularities, request additional information from any respondent, reject any respondent or cancel the entire process should it be deemed in the City's best interest.
- (5) The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

**FORMAT OF PROPOSAL CONTENT**

**A. Transmittal Letter (Executive Summary of Services):**

**B. Table of Contents:**

Proposals shall include a Table of Contents with appropriate page numbers for locating the required information and attachments as specified in the Proposal Submittal Requirements.

**C. Proposal:**

- 1) Each proposal shall be typed.
- 2) Each proposal shall be bound on the left side and contained in a three ring binder.
- 3) Each section shall be concise and specifically address and answer each question.

- 4) Refer to each section for details on proposal contents.

### **City of League City Terms and Conditions**

1. The City of League City will accept **sealed bids** Monday through Thursday, 8:00 am – 12:00 pm and 1:00 pm – 5:00 pm and Fridays, 8:00 - 12:00 pm The Purchasing Department is **closed** from 12:00 pm to 1:00 pm. Bids must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at <http://leaguecity.com/bids.aspx>. If Contractor demonstrates just reason for a change, the City of League City must have at **least** five (5) working days notice prior to bid opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.

**City of League City Terms and Conditions - continued**

13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of League City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.

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## **SECTION C**

### **REQUIRED FORMS**

## REQUIRED FORMS

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, may result the bid being rejected.

1. Proposal Response;
2. Bidder Certification and Addenda Acknowledgement;
3. Contractor's Capacity to Perform;
4. Respondent's Information Form;
5. Vendor Agreement;
6. Conflict of Interest Questionnaire (CIQ Form);
7. Non-Disclosure Agreement;
8. Contractor Report Card. (for Contractor's information only. To be completed by City at project completion)

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE – TIME
1	RFP Advertised in local paper	Sunday, April 26, 2015 Sunday, May 3, 2015
2	RFP Posted to publicpurchase.com	Monday, April 27, 2015
3	Pre-Bid Walk Through	Thursday, May 7, 2015 @ 10:00 a.m.
4	Deadline for Questions	Monday, May 11, 2015 by 10:00 a.m.
5	Questions Answered and Addendum posted	Tuesday, May 12, 2015 by 3:00 p.m.
6	Proposals Due	Tuesday, May 19, 2015 @ 2:00 p.m.

## RFP CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE PROPOSAL HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT
- ☐ 4. CONTRACTOR'S CAPACITY TO PERFORM
- ☐ 5. RESPONDENT'S INFORMATION FORM
- ☐ 6. CONFLICT OF INTEREST QUESTIONNAIRE FORM COMPLETED.
- ☐ 7. THE CORRECT NUMBER OF PROPOSAL COPIES ENCLOSED.
- ☐ 8. COMPLETED NON-DISCLOSURE AGREEMENT FORM.
- ☐ 9. CONTRACTOR'S CAPACITY TO PERFORM
- ☐ 10. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:  
THE CITY OF LEAGUE CITY  
PURCHASING DEPARTMENT  
300 W. WALKER ST.  
LEAGUE CITY, TEXAS 77573
- ☐ 11. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:  
RESPONDENT'S NAME, ADDRESS, RFP NUMBER, TITLE, AND DUE DATE

**BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in 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 such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

**Bidder must initial next to each addendum received in order to verify receipt:**

Addendum #1\_\_\_\_\_ Addendum #2\_\_\_\_\_ Addendum #3\_\_\_\_\_

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

REPRESENTATIVE's NAME: \_\_\_\_\_

REPRESENTATIVE's TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE & FAX NUMBERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:

\_\_\_\_\_

\_\_\_\_\_ (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

\_\_\_\_\_

\_\_\_\_\_ (Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:

\_\_\_\_\_

\_\_\_\_\_ (Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:

\_\_\_\_\_

\_\_\_\_\_ (Identify any other resources to be allocated to complete contract performance)

**RESPONDENT'S INFORMATION FORM**

FULL LEGAL RESPONDENT/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED (circle one): YES NO # OF EMPLOYEES: \_\_\_\_\_

\*\*\*\*\*

CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ PROPRIETORSHIP: \_\_\_\_\_ L.L.C.: \_\_\_\_\_ L.L.P.: \_\_\_\_\_

YEAR EST: \_\_\_\_\_ NO. OF YEARS IN BUSINESS: \_\_\_\_\_ FEDERAL ID NO.: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

PRINCIPALS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_



**NOTICE: The City of League City has drafted the following document (SAMPLE) that will serve as the agreement between the parties in the event of a contract. Please review, edit and/or comment with your RFP response so that the City might consider BEFORE proceeding with a contract.**

### VENDOR AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of League City (City), located in League City, Texas and \_\_\_\_\_, located at \_\_\_\_\_ (Contracting Party).

City and Contracting Party agree as follows:

1. CONTRACT TERM: The initial term of this Agreement shall be for a period of \_\_\_\_ year(s), from \_\_\_\_\_ to \_\_\_\_\_. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. CONTRACT DOCUMENTS/WORK STATEMENTS: The provisions of the attached City Request For Proposal - RFP (or Request for Qualifications – RFQ) dated \_\_\_\_\_, Contracting Party's response to RFP dated \_\_\_\_\_, and Exhibits \_\_\_\_\_ (if any), are hereby incorporated by reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in Exhibit \_\_\_\_\_ (if any). To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

- The provisions of this document

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows:

\_\_\_\_\_. Total compensation shall not exceed \_\_\_\_\_.  
Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. CONFLICT OF INTEREST: Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising

out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. **NOTICES:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. **SUBCONTRACTS:** Any subcontracts and outside associates or consultants required by Contracting

Party in connection with the services covered by this contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. TAX EXEMPTION: City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. CONFIDENTIALITY: Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. INTELLECTUAL PROPERTY: Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or City in a judgment or settlement.

19. INDEMNIFICATION: Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. INSURANCE: For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City and/or the State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. SOVEREIGN IMMUNITY: Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a

waiver of sovereign immunity by City.

24. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

26. PAYMENT OF DEBT/DELINQUENCY TO STATE: Contracting Party certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

27. PRODUCTS AND MATERIALS PRODUCED IN TEXAS: If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. TRAVEL EXPENSES: If the Agreement requires City to reimburse for travel expenses, the Contracting party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines applicable to State of Texas employees.

29. RISK OF LOSS: All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

30. PUBLICITY: Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

31. LEGAL CONSTRUCTION/SEVERABILITY: In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

32. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

34. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

35. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

36. AMENDMENT: This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

37. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF LEAGUE CITY

CONTRACTING PARTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

### Name of Project: Provision of city-wide Janitorial Services

### RFP No. 15-023

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter "Company" and the City of League City (City), having its principal office at 300 W. Walker St. League City, TX. 77573, hereinafter "City", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, which are confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, or other information, including but not limited to:

- Social Security Numbers
- Drivers License Numbers
- Names, Addresses, phone numbers

in addition to, reports, plans, documents, drawings, models, software, materials, and knowhow may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Disclosure of Confidential Information

- A. The City has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to: \_\_\_\_\_.

The City agrees to make a disclosure of this information to company solely for the purpose of: \_\_\_\_\_.

- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:

1. is or becomes publicly known through no wrongful act of the receiving party;  
or

- or
2. was in the public domain at the time it was disclosed to the receiving party;
  3. was known to the receiving party at the time it was disclosed; or
  4. is or was rightfully received from another without any breach of this Agreement; or
  5. is independently developed by the receiving party; or
  6. is approved for release by prior written authorization of the discloser; or
  7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

## 2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons within party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to redisclose the information, and all other steps necessary to meet a standard of reasonable care.

## 3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

## 4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Galveston County, State of Texas.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.
- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the State of Texas.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

City of League City:

Contractors Company Official:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Contractor Report Card-Professional Services



Name Of Contractor:	Date Contract Began:
Contract Number:	Date Contract Ended:
Name of Project:	Date Report Card Completed:
Project Number:	Previous Report Card Rating:

POINTS - Yes=5, No=0, NA=5

Topic	Questions	Findings	Points	Comments
<b>PRICE /ISTS</b>				
Pricing	Was approved pricing honored?	Yes/No		
Modifications	Was the contractor responsive to City directed changes to priorities and/or schedule?	1...2...3...4...5		
Modifications	Number of change orders?			
	Contractor recommended change orders			
	City recommended change orders			
Billing	The contractor complying with billing responsibility?	1...2...3...4...5		
<b>FINANCIAL</b>				
Bankruptcy	Is the Contractor free from Bankruptcy proceedings?	Yes/No		
Billing	Was billing accurate when received from the contractor?	1...2...3...4...5		
Sub-contractors	If applicable, was sub-contractor information collected in the contractor's system and included in the billing	1...2...3...4...5		
Sub-contractors	Were sub-contractors paid timely without notices filed?	1...2...3...4...5		
<b>ADMINISTRATIVE</b>				
Change of Name	Did the contractor comply with Change of Name	Yes/No/NA		
Administrative	Was the contractor's Contact for Contract Administration Information	Yes/No		
<b>PROJECT (Answer in a scale of 1-5: 1 being below agreed upon standards - 5 being exceeded expectations)</b>				
Timeline	Did contractor complete project in contracted timeframe?	Yes/No		
Timeline	Did contractor complete project milestones on time?	1...2...3...4...5		
Contract Scope	Did the contractor demonstrate that they comply with the scope of their contract?	1...2...3...4...5		
Sub-contractors	If there are participating sub-contractors, are the sub-contractors listed and current in the contract?	Yes/No/NA		
Value added	Did contractor provide value added options for cost, schedule, or final product?	1...2...3...4...5		
Professionalism	Did contractor exhibit professionalism and courtesy when dealing with City Staff?	1...2...3...4...5		
Professionalism	Did contractor exhibit professionalism and courtesy when dealing with Citizens and the business community?	1...2...3...4...5...NA		
Professionalism	Was the quality of work performed to the standards required in the contract?	1...2...3...4...5		
Professionalism	Did the contractor and the contractor's staff perform in a professional manner?	1...2...3...4...5		
Professionalism	Did the contractor's key personnel remain consistent throughout the duration of the project?	1...2...3...4...5		
<b>OVERALL</b>				
Any other issues on the job?				
Additional Comments?				
		<b>TOTAL</b>		
Grade (86-95=A, 76-85=B, 66-75=C,		A.....B.....C..		

10/1/2014 version

Directions: The lead manager on the contract will complete the form with input from accounts payable and any additional departments affected by the contract. This form must be filled out between 90 and 30 days before contract completion. If the contract is going out for new bid, this form must be completed before solicitation is posted.

\*Once the contractor report card is complete, two copies must be created. One copy will be kept in the project folder and the other copy sent to the Purchasing Department for cataloging.

Lead Manager Signature