

Bidder Name:

BID NO 2018-02

Annual Contract for Janitorial Services

**BIDS DUE SEPTEMBER 25, 2018
5:00 P.M.**

BID NO 2018-02

RFP No. 2018-02		
City of Lake Worth Request For Bid		
Task		Due Date
Advertise Solicitation		8/26/2018
Due Date for Written Questions		9/4/2018
Due Date for Written Answers		9/11/2018
Due Date for Bids / Proposals		9/25/2018
Tentative Award Date		11/13/2018

Bidder		
Facility Inspection / Walk Through		
		Date
1st Opportunity		09/03/2018
2nd Opportunity		09/10/2018

Inspection of City facilities will be conducted by appointment ONLY.
 Contact Kelly McDonald to schedule appointment at
 (817) 237-1211 ext. 106



Request for Proposal

The City of Lake Worth is requesting bids for the **ANNUAL CONTRACT FOR JANITORIAL SERVICES**. All bids must be submitted on the attached Price Form. Bid award will be awarded to lowest responsive/responsible bidder. According to the Texas Local Government Code Section 252.043 this bid may be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the City. Lake Worth will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

All bids, including a “NO BID”, are due in the City Secretary’s office by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air bill/Delivery Receipt. Original bid must be clearly marked “ORIGINAL” and contain all original signatures.

By Mail via US Postal Service
Original and Five (5) Copies
Of
Completed Bid
Must Be Received in the
City Secretary’s Office
At 3805 Adam Grubb Drive
Lake Worth, Texas 76135
On or Before September 25, 2018
At 5:00 p.m.

By Courier, Federal Express, UPS
Original and Five (5) Copies
Of
Completed Bid
Must Be Received in the
City Secretary’s Office
At 3805 Adam Grubb Drive
Lake Worth, Texas 76135
On or Before September 25, 2018
At 5:00 p.m.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise City Secretary as to the disposition by either pick up, return at Bidder’s expense, or destroyed with written authorization of the bidder. If bids are sent by mail to the City Secretary’s office, the bidder shall be responsible for actual delivery of the bid to the City Secretary’s office before the advertised date and hour for opening of bids. If mail is in the postal service beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bid may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of the City of Lake Worth and may not be amended, altered or withdrawn without the recommendation of the Purchasing Coordinator and the approval of the City Council.

Lake Worth is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Lake Worth reserves the right to accept or reject in part or whole any bids submitted, and to waive any technicalities for the best interest of the City.

No oral explanation about the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

Monica Solko, TRMC

Fax: (817) 237-9684

Email: msolko@lakeworthtx.org

All documents relating to this bid, including but not limited to, the bid document, questions and their answers, addenda and special notices will be posted under the Bid number on the City of Lake Worth website and available for download by bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. It is the Bidder's sole responsibility to review this site and retrieve all related documents up to the Bid due date.

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, Tuesday, September 4, 2018. After the question deadline, all questions and their responses will be posted on the website and available for download by Bidders by 5:00 p.m. on Tuesday, September 11, 2018.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. Lake Worth review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) day from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Coordinator, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the City of Lake Worth, Attention: Accounts Payable, 3805 Adam Grubb, Lake Worth, Texas 76135 or emailed to AccountsPayable@lakeworthtx.org . It is the intention of Lake Worth to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Lake Worth Contract Number in order to be processed. No payments shall be made on invoices not listing a Contract Number.

Non-performance of the Vendor shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The contract may be terminated by either party upon thirty (30) days' notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Lake Worth reserves the right to waive any irregularities and to make award in the best interest of the City.

The City of Lake Worth reserves the right to accept or reject, in part or whole any bids submitted, and to waive any technicalities for the best interest of the City. Bids may be rejected, among other reasons, for any of the following specific reasons.

- Bids received after the time limit for receiving bids.
- Bids containing any irregularities.
- Unbalanced value of any item.

Bidders may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
- Bidder being interested in any litigation against the City.
- Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed, including but not limited to, by financial statement, experience and equipment, and questionnaires.
- Uncompleted work, which in the judgment of the City, will prevent or hinder the prompt completion of additional work, if awarded.
- Bidders shall not owe delinquent property tax in Tarrant County.

No documents will be faxed or emailed after the initial Notice of Intent prior to the award.

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders bid nonresponsive. Failure to complete and submit of all required forms, including but not limited to the Reference Page, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

Confidentiality: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "CONFIDENTIAL INFORMATION." Note: PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Lake

Worth and its representatives will not be responsible for any errors or omissions in these specifications, nor the failure on the part of the Bidder to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Purchasing Coordinator. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

VENDOR AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS LAKE WORTH, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF LAKE WORTH (HEREINAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO , DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF VENDOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. VENDOR FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OR ANY OF THE REQUIREMENTS AND REVISIONS OF THE AGREEMENT BECAUSE OF ANY FAILURE OF VENDOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEATH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, AND INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. Contract Term: Vendor(s) will be awarded a twenty-two (22) month contract, effective December 1, 2018 or notice to proceed as determined by Lake Worth Purchasing. At Lake Worth's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. Price must remain firm for the entire contract.
2. Renewal Options: Lake Worth reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month 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 Vendor shall 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 Vendor with completed forms within the time specified, the City will rescind its options and seek a new bid solicitation.
3. Minimum Insurance Requirements:
 - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Lake Worth.
 - 1) Works Compensation / Employer's Liability
 - a. Works Compensation – Statutory
 - b. Employer's Liability - \$500,000
 - 2) Commercial General Liability
 - a. Bodily Injury/Personal Injury/Property Damage
 - \$1,000,000 per occurrence.
 - b. Professional Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the City based upon changes in of the industry, as well as the Contractor, and/or court decisions, and statutory law.
 - C. Required Provisions
 - 1) Proof of Carriage of Insurance – All certificates of insurance will be required in duplicate and filed with the Purchasing Coordinator / Risk Manager at 3805 Adam Grubb.
 - 2) All certificates shall provide Lake Worth with an unconditional thirty (30) day written notice in care of cancellation or any major change.

- 3) As to applicable coverage, certificates shall name the City of Lake Worth and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Lake Worth, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Lake Worth with the proper documents verifying the coverage.
4. Criminal Background Check:
- All vendor designated personnel performing work for Lake Worth to include on-site or remote access will be required to undergo a criminal justice information service (CJIS) criminal background check.
- A. Vendor shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work for Lake Worth.
 - B. Personnel who perform work for Lake Worth must submit to and pass a CJIS Criminal Background Check. That status must be maintained by all Vendor personnel for the duration of the contract.
 - C. Criminal Background checks conducted by Vendor for vetting purposes are desired but are not acceptable due to particular requirements. Lake Worth reserves the right to conduct additional Criminal Background Checks as it deems necessary.
 - D. Failure of the Vendor to supply personnel who pass CJIS Criminal Background Check could result in termination of the contract.

NOTE: The CJIS Criminal Background Check applies to the individual, not the Company.

Evaluation Criteria shall include, but is not limited to the following:

- Total Price by Location
- Financial Stability
- References
- Vendor's past performance record with Lake Worth
- Lake Worth's evaluation of vendor's ability to perform
- Lake Worth's experience with services bids
- Special needs and requirements of Lake Worth

Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive --not restrictive—and is indicative of the type and quality the City desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is bidding item specified. Successful vendor will not be allowed to make unauthorized substitutions after award.

TECHNICAL SPECIFICATIONS

I. BACKGROUND.

1. The City of Lake Worth is requesting bids to provide Janitorial Services at Lake Worth Facilities based on a per location rate. Services provided will be those normally associated with janitorial work and are described in the Bid Package.
2. City Facilities and Cleaning Frequency
 - Police Department
 - City Hall
 - Administrative Offices
 - Council Chambers
 - Multi-Purpose Facility
 - Library
 - Senior Center
3. See Appendix “A” for building addresses, cleaning time availability, and preferred cleaning days.

II. GENERAL INFORMATION.

1. Buildings to be serviced and work schedules. See Appendix “A”
 - A. THE CITY RESERVES THE RIGHT TO REDUCE OR INCREASE SCHEDULED SERVICES AT ANY FACILITY. THE CITY ALSO RETAINS THE OPTION TO ADD ADDITIONAL FACILITIES OR DISCONTINUE SERVICES AT ANY FACILITY SHOULD THE NEED ARISE.
2. Emergency Services
 - A. In the event of an emergency Lake Worth may require the awarded vendor to supply workers for additional hours exceeding the normal scope of work.
3. Length of Agreement
 - A. Successful vendor will be awarded a twenty-two (22) month contract, effective December 1, 2018 or from notice to proceed as determined by Lake Worth Purchasing. At Lake Worth’s option and approval by City Council, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. (See Special Terms and Conditions.) Prices must remain firm for the length of the contract.
4. Supplies, Materials and Equipment
 - A. Contractor shall furnish all supplies, materials, and equipment necessary for the provision of complete janitorial services except Lake Worth will provide paper towels, toilet paper, hand soap, urinal aids, and trash liners. It shall be the responsibility of the contractor to inform the City when inventory of those items are low.

- B. Electrical power will be furnished by Lake Worth through existing power outlets for the contractor's use to operate such equipment as is necessary in the conduct of his/her work. Hot and cold water will also be made available as necessary for that purpose.
 - C. A storage space will be made available for securing equipment and supplies. The City will not be responsible for lost or missing equipment and supplies.
5. Conduct of Contractor's Employees
- A. The contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets and using telephones or office equipment.
 - B. Identification Badges
 - Janitorial employees will be assigned and must clearly display a Lake Worth photo identification badge and a logoed vendor uniform readily identifying the worker as an employee of the contracting firm while performing work at Lake Worth facilities.
 - C. Family members or friends of the contracting firm's designated employees are not permitted to accompany them on the job site.
 - D. Lake Worth reserves the right to require permanent removal of any contractor project manager, supervisor, or employee from Lake Worth Buildings.
6. Designated holiday for cleaning services shall be:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

Should a holiday fall on a scheduled cleaning day contractor shall be required to clean the business day prior, unless otherwise notified.

7. Background Checks:
- A. Background checks will be conducted by the Lake Worth Police Department. The successful contract will submit signed forms on Lake Worth's format, for each employee they will have working in Lake Worth Facilities. These forms will list the person's name, address, social security number, driver's license number and/or other forms of identification with a picture ID. The person signing the application will give permission to do a background investigation on them. They must pass the background investigation before he or she may start work in Lake Worth Facilities. The background will be updated periodically and if anyone fails to meet Lake Worth requirements they will not be allowed to work in City Facilities.
8. Protection of City Property
- A. 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 carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc., resulting from any cleaning activity.

- B. All keys will be maintained according to policies approved by the City's contract representative. Liability for lost keys, re-keying costs and other related expenses shall be the full responsibility of the contractor.
- C. Hazardous conditions and items needing repair (such as leaky faucets toilet stoppages, etc.) shall be promptly reported to the designated city representative.

9. Termination:

- A. All work and services of this agreement shall be cancelled by Lake Worth for any good and sufficient cause. The following by way of example, but not of limitation, may be considered grounds for cancellation.
 - Failure of the contractor to provide and maintain sufficient labor, supplies or equipment to properly execute the work.
 - Failure on the part of the contractor to observe any requirements of the agreement or to comply with any directive given by the City's contract representative provided for in the service specifications.
 - Failure to perform satisfactorily the duties as prescribed in this agreement.
 - Subcontracting work

10. Financial Stability

- A. In order to assist Lake Worth in making a determination of the financial stability of the firm, the bidder shall provide complete financial statements, for the past two (2) years, prepared by an independent certified public accountant, including:
 - Balance Sheet
 - Income Statement
 - Cash Flow Statement
 - Note to Financial Statements
 - Accountant's report
- B. The Auditor's report may either be an Accountant's Review Report (prepared in accordance with standards issued by the American Institute of Public Accounts) or Audit Report (prepared in accordance with standards issued by the American institute of Certified Public Accountants). Compilation Reports or Unaudited reports are not suitable reports for Lake Worth to use in making a determination of the financial stability of a firm.
- C. Awarded vendor must be able to cover two (2) months payroll prior to award.
- D. Bidder's financial stability may affect outcome of award determination.

III. SERVICE REQUIREMENTS

1. The following are examples of service to be performed. 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's contract representative shall be performed. The contract will adhere to all provided procedures.

RESTROOMS:

- Sweep floor and mop with disinfectant cleanser.
- Thoroughly clean and sanitize all toilets, seats, urinal and exposed piping with disinfectant, germicidal cleanser.
- Clean all washbasins with a non-abrasive cleaner.
- Clean and sanitize walls and stall partitions.
- Damp wipe and polish dry all counter surfaces, mirrors, dispensers plumbing fixtures and piping.
- Empty waste receptacles and replace liners and remove trash to designated disposal area.
- Restock paper towels, toilet tissue, and hand soap.
- Promptly report dispenser malfunctions to the City's contract representative.

OFFICE SPACE, PUBLIC AREAS, LOBBIES, CORRIDORS, BREAK AREAS, CONFERENCE ROOMS, ETC.:

- Empty wastebaskets (replace liners as needed) and remove trash to designated disposal area.
- Sweep hard surface flooring with treated dust mop and spot damp mop to remove spillage or stains.
- Vacuum all carpets and rugs, spot clean stains.
- Vacuum draperies.
- Dust horizontal and vertical surfaces, including desk, 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.
- Spray buff or burnish hard and resilient flooring to maintain a high gloss, scuff free finish.
- Empty and clean outside ash receptacles.
- Clean drinking fountains with non-abrasive cleaner.
- Clean glass surfaces in doors, trophy cases, entrance areas, etc.
- Clean all windows which are easily accessible and would not require the use of specialized equipment.
- Clean appliances, counters, piping, fixtures, etc. in break areas.

- Clean and polish kick plates, push plates, doorknobs and metal thresholds.
- Clean leather and plastic upholstered furniture, vacuum cloth upholstered furniture and spot clean stains.
- Dust all ceiling fans (top and bottom of each blade) as required.
- Empty desk side recycling containers into designated containers.

OUTSIDE AREAS:

- Sweep landings, steps and sidewalks adjacent to the entrances and spot mop as necessary to maintain clean appearance.
- Remove litter and debris from designated areas.

IV. CLEANING QUALITY REQUIREMENT

1. FLOOR MAINTENANCE

- A. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or similar items shall be stacked on desks, tables, window sills, etc. Upon completion of work, all furniture and equipment must be returned to its original position.
- B. Baseboards, walls, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.
- C. 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.
- D. Special attention shall be given to floors around urinals and toilets to prevent stains, eliminate odors and to provide a uniformly clean appearance throughout.

2. MISCELLANEOUS

- A. 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 below.
- B. Damp wiping – This task consists of using a damp cloth or sponge to remove dirt, spots, streaks, and smudges from walls, counters and other surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in restrooms, a multi-purpose disinfectant, germicidal cleanser shall be used.
- C. Bright metal polishing – May be performed by damp wiping and drying with a suitable cloth if a polished appearance is attained. If polished appearance is not attained, the City’s contract representative shall be contacted for direction as to the use of an appropriate metal polish.
- D. Window and glass cleaning – After each operation all glass shall be clean and free of dirt, dust, grime, streaks and excessive moisture. Window sashes, sills,

woodwork and surrounding shall be thoroughly wiped free of drippings and watermarks.

- E. Porcelain ware cleaning – Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be kept clean and bright. There shall be no dust, spots, stains, rust, green mold or encrustation.
- F. Spot cleaning – Following this operation, smudges, marks or spots shall have been removed without causing discoloration.

V. ADDITIONAL SERVICE

- 1. The following Additional Services shall be provided as needed.
- 2. The pricing for the Additional Services will be included as part of the bid pricing evaluation for each facility.
- 3. The following service shall be provided as requested:
 - Clean carpets using commercial grade carpet cleaner.
 - Clean exterior windows

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Lake Worth's bid process. 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 General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
State HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

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

Company Name: _____
Representative: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No.: _____ Fax No.: _____

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

JANITORIAL SERVICES REFERENCES

Please list five (5) references, other than Lake Worth, who can verify your performance as a Vendor. Performance includes, but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Lake Worth to determine Vendor’s ability to provide the intended goods or services of the bid. The City PREFERS references to be from Government customers. References must be able to verify the quality of service the company provided and that the company has completed a project of similar scope of work in bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference check is not permitted. Only Lake Worth or their designee will conduct reference checks. Any deviation to this will result in rejection of the bid.

SERVICE REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Telephone No. _____

Email Address: _____

Scope of Work: _____

Contract Period: _____

SERVICE REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Telephone No. _____

Email Address: _____

Scope of Work: _____

Contract Period: _____

SERVICE REFERENCE THREE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

SERVICE REFERENCE FOUR

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

SERVICE REFERENCE FIVE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

SUPPLIER REFERENCES

Please provide two (2) principal supplier references that your company currently uses for the purchase of janitorial supplies. Inaccurate, obsolete or negative responses from the references provided could result in rejection of your bid.

SUPPLIER REFERENCE ONE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

SUPPLIER REFERENCE TWO

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

FINANCIAL REFERENCES

Please provide two (2) financial references, who can verify your company’s financial stability. Inaccurate, obsolete or negative responses from the references provided could result in rejection of your bid.

FINANCIAL REFERENCE ONE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

FINANCIAL REFERENCE TWO

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone No. _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Lake Worth after the official opening.

The undersigned affirms that the Bidder has familiarized itself with local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees on behalf of Bidder that if this bid is accepted, Bidder will furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications.

The undersigned affirms that they are duly authorized to execute the contract, that the bid has not been prepared in collusion with any other Bidder, nor any employee of Lake Worth, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Lake Worth prior to the official opening of this bid.

Vendor hereby assigns to purchase all claims for overcharges associated with contracts which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications and any attachments contained in the bid package. Failure to sign and return will result in the rejection of the entire bid.

Signature _____

X

Authorized Representative

Name and Address of Company:

Date: _____

Name: _____

Title: _____

Tel. No. _____

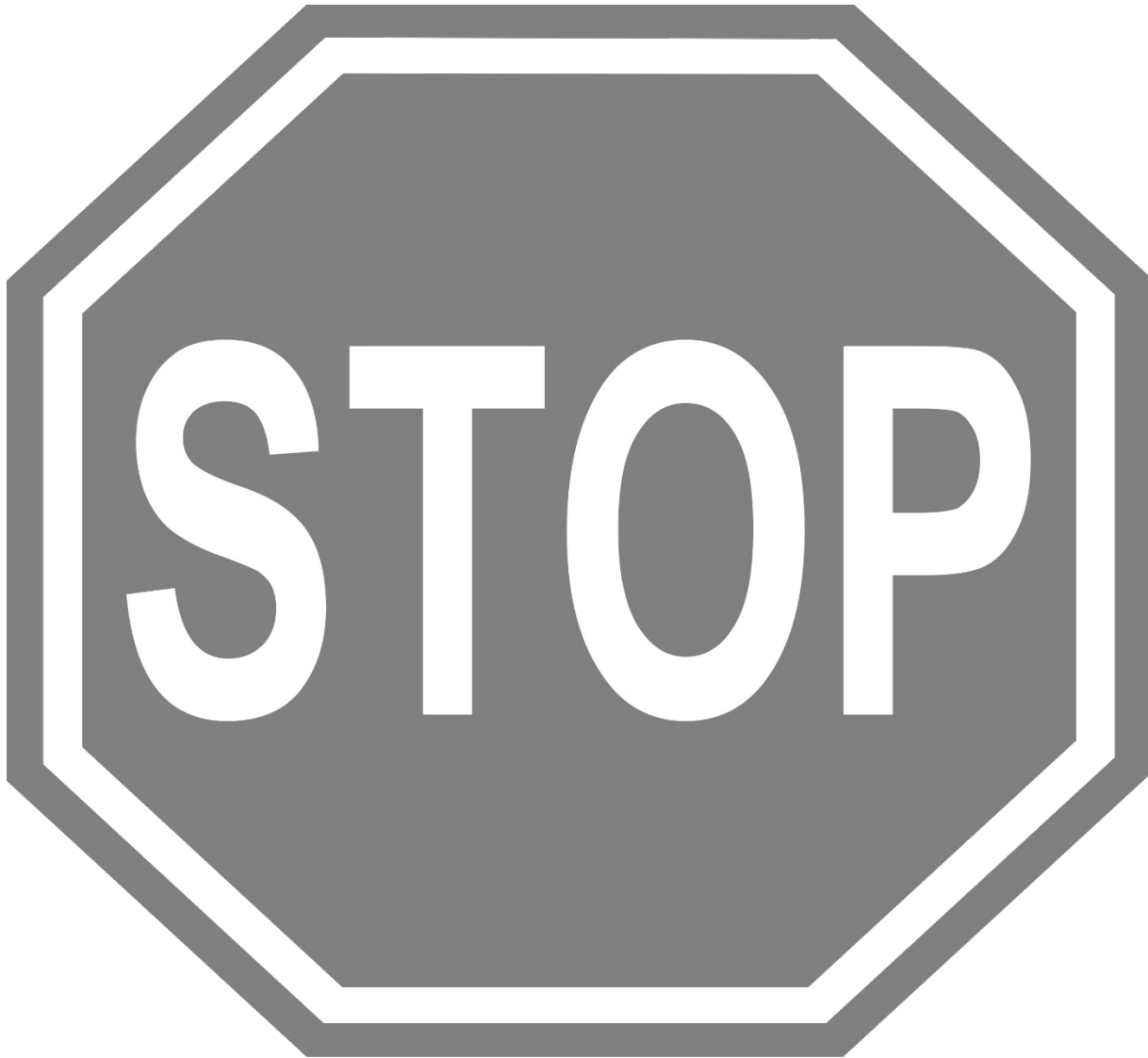
Fax No. _____

Email Address: _____

After Hours Emergency Contact:

Name: _____

Tel. No. _____



**Did you provide References, sign your Bid and/or
your Addendum?**

If not, the Bid will be rejected.

COMPANY IS:

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

Business included is a Corporate Income Tax Return? Yes No

The following information applies ONLY to an awarded Vendor

Certificate of Interested Parties (Form 1295)

In 2018, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by City Council, Bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Bidder must print, sign and notarize Form 1295.
3. Within ten (10) business days from notification of pending award by the Lake Worth Purchasing Department, the completed Form 1295 must be submitted to the City of Lake Worth.
4. Bidder will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Lake Worth contract.

Instructions and information are available at <https://ethics.state.tx.us/1295-info.htm> or you may call the Texas Ethics Commission at (512) 462-5800.

**BY SIGNING ON THE “COMPLIANCE PAGE”
BIDDER AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of bid submission and time of award, the Bidder will notify the Lake Worth Purchasing Coordinator. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACT WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel is defined by Texas Government Code Section 808.001, effective September 1, 2017.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Lake Worth Purchasing Coordinator, and/or requesting department, the “Certificate of Interested Parties,” Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____

X

Authorized Representative

This Form Must Be Signed.

The Original with Original Signature and One (1) Copy Must Be Returned With Bid.

Forms/Documents Checklist

✓ Indicates Completion

	1. Vendor has provided references other than Lake Worth. References must be able to verify the quality of service your company provides and that the company has completed a project of similar size and scope.
	2. Signatures. All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	3. Price Forms. All sections of Bid Proposal Forms must be completed.
	4. Insurance Certificates (if required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5. Addenda. When applicable, bidder acknowledges receipt of all Addenda, including the signed Addenda cover pages, and any revised Forms in their bid package.
	6. It is the Bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on the form renders bid non-responsive. Failure to complete and submit of all required forms, including but not limited to the Reference Page, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	7. Bidder has read, understands, and agrees to Lake Worth Criminal Background Check requirements.
	8. Accuracy for all mathematical and number entries is the sole responsibility of the Bidder. Lake Worth will not be responsible for errors made by the Bidder.
	9. Financial Documents, as specified in Section II of the bid document has been included with bid.
	10. Questionnaire beginning on page 28 of the bid documents has been completed and included with bid.
	11. Bidder has sealed and marked the envelope with the Bid Number, Bid Title, and due date.
	12. Failure to comply with the requirements set forth in the bid may result in rejection of bid and/or cancellation of contract after award.

PRICE FORM

Name and Address of Company

	Date: _____
	Name: _____
	Title: _____
Tel. No. _____	Fax No. _____
Email Address: _____	

General Cleaning

Location	Cleaning Days	Amount Per Cleaning
Police Department	Wednesday & Friday	\$
City Hall	Wednesday	\$
City Administrative Offices	Wednesday	\$
Council Chambers	Wednesday	\$
Senior Citizens Center	Monday, Wednesday, & Friday	\$
Library	Monday, Wednesday, & Friday	\$
Multi-Purpose Facility	Monday, Wednesday, & Friday	\$
• Multi-Purpose Room 1	Monday, Wednesday, & Friday	\$
• Multi-Purpose Room 2	Monday, Wednesday, & Friday	\$
• Multi-Purpose Room 3 & Kitchen	Monday, Wednesday, & Friday	\$

NOTE: Pricing pertaining to the entire Multi-Purpose Facility will need to be provided as well as per multi-use room. At times this location is utilized by the public after hours. On days it is occupied, cleaning of the unavailable area will not be permitted. In the event the rooms are not available for cleaning the monthly invoice will need to reflect the specific Multi-Purpose rooms that were cleaned including dates charged at the individual cost.

Additional Cleaning (Quarterly)

Location	Exterior Windows (Quarterly)	Carpet Cleaning (Commercial Grade) (Upon Request)
Police Department	\$	\$
City Hall	\$	\$
City Administrative Offices	\$	\$
Council Chambers	\$	\$
Senior Citizens Center	\$	\$
Library	\$	\$
Multi-Purpose Facility	\$	\$

QUESTIONNAIRE

SECTION II – ADDITIONAL REQUESTED INFORMATION

- A. The purpose of this section is to demonstrate that the bidder has the necessary technical expertise, management structure, and experience to meet the requirements of this contract.
- B. This information will be used to determine whether or not the bidder has reasonably demonstrated his/her qualifications to perform under this agreement.
- C. Answers to the following question must be typed on 8 ½” x 11” white paper and included with bid Package. Failure to include this information with bid could result in rejection of the bid.
1. List the location of all offices, warehouses, etc. currently utilizing your company for Janitorial Services. Lake Worth reserves the right to visit each of these facilities.
 2. How many years has your company been in the janitorial business?
 3. Do you operate as an individual, corporation, partnership, or franchise?
 4. How many buildings in each of the following ranges do you currently provide service for?
 - a. 0 – 20,000 sq. ft.
 - b. 20,0001 – 50,000 sq. ft.
 - c. 50,001 – 100,000 sq. ft.
 5. List your qualifications in detail.
 6. Provide an Organizational Chart and resumes of key people in your company,
 7. How many employees do you have by category, Management, Supervisors, Maintenance Personnel, etc. for Janitorial Services?
 8. What is your average annual turnover rate for Management and Non-Management?
 9. Provide a list of your current employees, showing years of service for each.
 10. What are your recruitment procedures?
 11. What are your supervision and control procedures?
 12. What are your minimum requirements for workers?
 13. What are your employee screening procedures (Who, How, When)?
 14. Is there any additional financial information that your firm would like to include beyond the required financial documents requested in Section II?
 15. List benefits and incentives that will be provided to employees.
 16. How will you procure personnel, equipment and materials for start-up if you are awarded this contract?
 17. List all equipment and that will be furnished, per facility, for buildings listed in Appendix “A”.
 18. Do you have a floor maintenance specialist/staff crew on your payroll or do you sub-contract the work? Explain in detail.
 19. Are there any judgements, suits or claims pending against your firm? If yes, explain in detail.

20. Submit a copy of your current insurance certificate. How do you plan to meet Lake Worth's insurance requirements as specified on page 7 if you don't already have this coverage?
21. Submit a copy of your current policy book that includes, but is not limited to: training opportunities, dress codes and Lost/Found procedures. Vendor will provide an updated copy of policy book to Lake Worth representative each time a policy is changed.

Appendix “A”

Location and Schedule Information

Location	Address	Cleaning Days
Police Department	3805 Adam Grubb	Wednesday & Friday
City Hall		Wednesday
City Administrative Offices		Wednesday
Council Chambers		Friday before 2 nd Tuesday of each month.
Senior Citizens Center	7005 Charbonneau Road	Monday, Wednesday, & Friday
Library	7005 Charbonneau Road	Monday, Wednesday, & Friday
Multi-Purpose Facility	7005 Charbonneau Road	Monday, Wednesday, & Friday
• Multi-Purpose Room 1		Monday, Wednesday, & Friday
• Multi-Purpose Room 2		Monday, Wednesday, & Friday
• Multi-Purpose Room 3 & Kitchen		Monday, Wednesday, & Friday

NOTE: Cleaning will need to begin after 5:00 p.m. on scheduled days, unless otherwise notified.