



City of Lake Jackson
25 Oak Drive
Lake Jackson, Texas 77566
www.lakejackson-tx.gov

SPECIFICATIONS FOR BID #20-01-001
Custodial Services (Civic Center Rental Rooms)
BID OPENING DATE: Thursday February 20, 2020 at 2:00 p.m.

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the purchase of the following item:

BID NO. 20-01-001 – Custodial Services (Civic Center Rental Rooms)

Sealed bids are due at 2:00 p.m. Thursday February 20, 2020 after which time all qualified bids will be opened and publicly read aloud at City Hall, 25 Oak Drive, Lake Jackson, TX. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or by visiting our website at www.lakejackson-tx.gov. Bids received after the specified deadline will not be accepted.

Sealed bids shall be clearly marked with the bid number and title addressed to:

City of Lake Jackson
c/o Purchasing Department
25 Oak Drive
Lake Jackson, Texas 77566
BID NO. 20-01-001 – Custodial Services (Civic Center Rental Rooms)

Ads run: Sunday February 2, 2020 and February 9, 2020

Bid opening: Thursday February 20, 2020 at 2:00 p.m.

BID SUBMITTAL CHECKLIST

One (1) original completed copy of vendor's bid submittal, one (1) electronic copy (CD, thumb drive, etc..) of vendor's bid submittal, and one (1) business card

Vendor's Drug and Alcohol Testing Policy

Completed Bid Proposal/Tabulation Sheet

Signed Specification Compliance Certification Form

Contractor References

Signed Conflict of Interest Questionnaire

STANDARD TERMS AND CONDITIONS

The City of Lake Jackson, Texas desires to enter into a contract, with a reliable firm(s) to provide custodial services for Civic Center Rental Rooms in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or to make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the Lake Jackson City Council reserves the right to reject any or all bids for any or all products covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City and found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

General Instructions

Each part of the bid package is broken into sections and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions 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 Lake Jackson's interpretation shall govern.

1. Bids should be submitted by mail or delivered to:

City of Lake Jackson
Attn: Purchasing Dept.
25 Oak Drive
Lake Jackson, Texas 77566

Bids must be submitted in a sealed envelope marked:

BID NO. 20-01-001 – Custodial Services (Civic Center Rental Rooms)

2. Timeline and Due Date

Event	Date
1 st Advertisement	February 2, 2020
2 nd Advertisement	February 9, 2020
Question submittals	February 11, 2020
Answers to submitted questions	February 14, 2020
Bid Opening	February 20, 2020 at 2:00 p.m.
City Council Bid Award	March 2, 2020

3. The bidder must complete and attach the “Specification Compliance Certification” form and the “Conflict of Interest Questionnaire”. **NO BID WILL BE ACCEPTED WITHOUT THESE COMPLETED AND SIGNED FORMS.**
4. One original completed copy of vendor’s bid and one electronic copy (CD, thumb drive, USB etc..) should be submitted to the City in bid package with current business card.
5. Three commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference should include: customer who supervises contract, their position, address, phone number, scope of work provided to customer and length of time vendor has serviced customer.

Late Bids

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the tabulation sheet. Bid price must be submitted on units of quantity specified. In the event of discrepancies, the unit price shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

Sales Tax

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

Funding

Funds for payment have been provided through the City of Lake Jackson budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lake Jackson fiscal year shall be subject to budget approval by the City Council.

Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material or alter any of the conditions, terms or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded.
2. Whether the bidder has a satisfactory record of performance with the City or other entities.
3. Any other factors that could be material to the bidder’s ability to comply with the contract.

Split Award

The City of Lake Jackson reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

Contract

Upon award of bid, a separate contract will be sent to the bidder. The contract will be good for one year with the option to extend for three (3) additional one (1) year terms with the approval of both parties. No invoices will be paid prior to a fully executed contract.

Conflict of Interest

No public official shall have interest in this contract in accordance with Chapter 171 of the Texas Local Government Code. The conflict of interest form must be completed and submitted with this bid.

Ethics

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

Insurance

Prior to acceptance of contract by the City of Lake Jackson, the vendor must furnish a Certificate of Insurance with the City of Lake Jackson named as an additional insured together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

THE FOLLOWING COVERAGES ARE REQUIRED:

- 1. Statutory workers compensation in accordance with the State of Texas requirements.
- 2. Comprehensive general liability including owners and contractors protective Liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Premises Product Liability	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

- 3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy that thirty (30) days prior written notice of cancellation or material change in coverage be given to Purchasing Dept. of Lake Jackson. Such insurance when accepted by the City in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by the City of Lake Jackson of an insurance supplied by the successful bidder, nor a failure to disapprove that insurance shall relieve vendor of full responsibility of liability, damages and accidents as set forth herein. No additional payment shall be made for insurance that the vendor may be required to carry.

Addenda

Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed or emailed to all who are known to have received a copy of the bid. Bidders shall acknowledge receipt of all addenda.

Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

Documentation

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of bid.

Notice

Any notice provided by this bid shall be deemed to have been given and received on the next business day after such written notice has been deposited in the mail.

Invoices

Invoices submitted for payment shall be addressed to the City of Lake Jackson and shall reference the approved purchased order number. Periodic payments will be made within 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.

Payment to the Contractor

Payments should be billed monthly. At the end of each calendar month, the contractor shall render to the purchasing department, their billing for work done during the month. City issued purchase order number must be referenced on all billing statements. **Payment will be made within 30 days as prescribed by state law.**

Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit and liability of every kind, including expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents or subcontractors, in performing its obligations under this Contract.

Contractor Past Performance

Contractor shall not have significant performance deficiencies under City contracts in the last five (5) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

Drug and Alcohol Testing

The contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor’s drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor’s employee is violating the provisions of the City’s Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto City premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

Questions and Answers

Questions concerning any aspect of the bid must be submitted by February 11, 2020 to the purchasing department in writing via fax or email. Any questions submitted after this date will not be answered. The purchasing department will compile all questions and provide answers to all interested bidders. The provided question and answers will also be located on the purchasing website. Answers will be posted by February 14, 2020.

CITY RESPONSIBILITIES

Contract Administrator

Under this contract, the City of Lake Jackson has designated Sandra Oliver as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Cleaning Supplies

The City will provide all cleaning supplies and products.

City Contacts

Any concerns that need to be addressed should be covered with one of the individuals or their designee listed below:

Civic Center

Sandra Oliver, Manger
333 E HWY 332
Lake Jackson, TX 7756
979-415-2600

TECHNICAL SPECIFICATIONS

The following areas are to be maintained at a high standard of cleanliness. The following standards are, therefore, intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Further, cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. **All items not specifically included but found necessary to properly clean the building, shall be included as though written into these specifications.**

Cleaning Hours

All requirements of these specifications are to be performed during the times as outlined below, unless otherwise approved by department head:

- A. Civic Center: 12:00 a.m., as scheduled through staff

Description of Facility

- A. Civic Center – 333 E Highway 332

The Civic Center is a 16,000-square foot rental facility. Areas to be cleaned include only the rental rooms: Ballroom, Terrace Room 1, Terrace Room 2, Plaza Rooms 1, 2, 3 and a Conference Room. Facility hours: open Monday-Sunday.

Room	Sq. Ft.	Size	Height	Theater	Dining	Classroom
Ballroom	7,088	105 x 73	14'	800	575	300
Terrace 1	2,288	43 x 53	14'	200	130	125
Terrace 2	2,288	43 x 53	14'	200	130	125
Terrace 1 & 2	4,576	86 x 53	14'	400	260	250
Plaza 1	1,036	28 x 37	12'	80	50	45
Plaza 2	1,036	28 x 37	12'	80	50	45
Plaza 3	1,036	28 x 37	12'	80	50	45
Plaza 1 & 2	2,072	56 x 37	12'	160	100	90
Plaza 1, 2, & 3	3,108	84 x 37	12'	240	150	135
Conference room	900	29 x 23	12'	24	24	24

Contractor's Personnel

Prior to beginning of work, contractor must supply to the City a list of employees and/or supervisors to be used in performing services in the building. Also, phone numbers of contact persons including all supervisors and owners. The contractor shall be responsible for instructing its employees as to the rules and regulations governing the building, including all emergency equipment (alarm equipment) and phone numbers of emergency personnel.

A. Requirements of Personnel

The contractor shall employ experienced personnel to adequately perform all of the specified duties and services. **All such personnel shall wear an identification badge** supplied by City and company uniform shirt while on duty. They shall become familiar with the particular requirements of the occupants of the various offices within their allotted areas. No contractor's employees are to have family, friends, or associates with them while they are working in the building.

Safety

The contractor shall be responsible for instructing their employees in safety measures considered appropriate.

Security

Two keys will be issued to the contractor for each facility. If additional keys need to be made, permission must be received from the supervisor assigned to each facility. A list of contractor employees issued keys shall be provided to the City. Should a key be lost by a contractor's employee, the contractor will be responsible for the cost of having all door locks associated with the lost key changed. The City will have the work done and will bill the contractor for all costs or subtract the cost from that month's invoice.

I. General Cleaning Requirements for Rental Rooms

(Cleanings will be scheduled as needed)

A. Ballroom

1. Breakdown tables & chairs
2. Take out all trash
3. Vacuum Ballroom
4. Wipe down counters in Ballroom kitchen
5. Sweep & mop in Ballroom kitchen

B. Terrace Room 1

1. Breakdown tables & chairs
2. Take out all trash
3. Vacuum Terrace Room 1
4. Wipe down counters in Terrace Room 1 kitchen
5. Sweep & mop in Terrace Room 1 kitchen

C. Terrace Room 2

1. Breakdown tables & chairs
 2. Take out all trash
 3. Vacuum Terrace Room 2
- * No kitchen in Terrace Room 2.

D. Plaza Room 1

1. Breakdown tables & chairs
 2. Take out all trash
 3. Sweep and mop room
- * No kitchen in Plaza Room 1.

E. Plaza Room 2

1. Breakdown tables & chairs
 2. Take out all trash
 3. Sweep and mop room
- * No kitchen in Plaza Room 2

F. Plaza Room 3

1. Breakdown tables & chairs
 2. Take out all trash
 3. Sweep and mop room
- * No kitchen in Plaza Room 3

G. Conference Room

1. Restore room to original setup
2. Take out trash
3. Vacuum room
4. Wipe down all tables

BID PROPOSAL

Bidder must bid on all items to be considered for award.

Item No.	Item Description	Estimated Annual Quantity	Unit Price
1.	Ballroom	144	\$ _____
2.	Terrace Room 1	144	\$ _____
3.	Terrace Room 2	120	\$ _____
4.	Plaza Room 1	120	\$ _____
5.	Plaza Room 2	120	\$ _____
6.	Plaza Room 3	120	\$ _____
7.	Conference Room	50	\$ _____

BIDDER:	
ADDRESS:	
PHONE:	
EMAIL:	

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

DATE

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Lake Jackson, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation

The above item as detailed per specifications and any exceptions if offered (check one):

Without exceptions

With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name:

Authorized Representative:

Signature:

Title:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

If there is no relationship, write N/A in Box 1 and sign the form.

OFFICE USE ONLY

Date Received:

1 Name of vendor who has a family, business, or employment relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the City of Lake Jackson officer or employee receiving or likely to receive taxable income, other than investment income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the City of Lake Jackson officer or employee AND the taxable income is not received from the City of Lake Jackson?

Yes No

C. Does the City of Lake Jackson officer or employee serve as an officer or director, or hold an ownership interest of one percent or more, in the vendor's company?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity Date