



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323
purchasing@longviewtexas.gov

Sealed bids will be received no later than: 2:00 P.M. MAY 23, 2018

MARK ENVELOPE: BID NO. 1718-17, JANITORIAL SERVICES-LIBRARY
RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

A Mandatory pre-bid meeting and site visit will be conducted at 9:00 a.m. on May 17, 2018 at the **Longview Public Library**, located at 222 W. Cotton Street, Longview, Texas to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting and site visit is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting and site visit.** Attendance at the pre-bid meeting will be evidenced by the representative’s signature on the attendance roster. Potential vendors are welcome and encouraged to take any measurements needed during site visit.

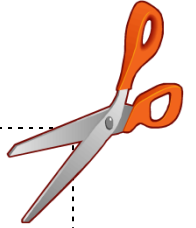
THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, Texas. You are invited to attend. Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.



INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID ● DO NOT OPEN

JANITORIAL SERVICE-LONGVIEW PUBLIC LIBRARY

BID No. 1718-17

BID OPENING: MAY 23, 2018 @ 2:00 P.M. CT

For Information Contact:

Jaye Latch
(903) 237-1324
purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

or

SECTION II – INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

JANITORIAL SERVICES-LONGVIEW PUBLIC LIBRARY

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the goods and services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the goods and services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of goods and services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all goods and services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606**

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any 3interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for goods and services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 Section not used.

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

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of goods and services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the goods and services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or

observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.31 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.32 EACH INVOICE shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the goods and services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35 SAMPLES: When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.37 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

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

2.41 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.42 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The City is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

2.43 This section not used.

2.44 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 NONRESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the non resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing goods and services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov . Reference the section and page in question.

2.48 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.49 Section not section

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

2.52 DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful 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." The successful bidder must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

The Immigration Reform and Control Act (IRCA) requires employers to verify the identity and employment eligibility of all employees hired after November 6, 1986, by completing the Employment Eligibility Verification (I-9) Form, and reviewing documents showing the employee's identity and employment authorization.

In compliance with federal law, contractors will be required to verify identity and eligibility to work in the United States for all persons hired to work in any and all city facilities. As a prerequisite to working in city facilities, the contract employer will require employees to complete the required employment eligibility verification document form.

The City of Longview reserves the right to audit this verification at any time.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 MANDATORY PREBID MEETING: A **mandatory** pre-bid and site visit meeting will be conducted at the Longview Public Library, 222 W. Cotton Street, Longview, TX, at **9:00 a.m. May 17, 2018**. All interested parties are invited to attend. The purpose of this meeting is to review ITB and answer questions. A tour of all facilities included in this contract will be conducted at the pre-bid meeting. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at the mandatory pre-bid meeting and site visit is a prerequisite for submitting a bid. Bids will only be accepted from those who are present at the pre-bid meeting and site visit. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster.

3.02 INSURANCE: All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Workers' Compensation and Employers' Liability
\$1,000,000.00 per accident/occurrence.

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit:

\$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Vendor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID

CRIMINAL BACKGROUND CHECKS: The Vendor shall obtain (at its own expense) criminal background checks on all personnel who will be assigned to City facilities working in any capacity including supervision. Initial background check performed on personnel shall be a comprehensive national background check. Any subsequent annual background check can be done on a state level. All background checks shall be comprehensive of the person's life. Any personnel convicted of theft of any kind shall not be allowed to work at any City facility. After initial background checks have been made, they must be performed annually for any person working at City facilities after one (1) year. Failure to obtain background checks as specified can result in termination of contract. Vendor shall provide a complete listing of all employees working at City of Longview locations. Vendor shall supply proof of criminal background checks upon request.

No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

SECTION IV - SCOPE OF WORK

5.00 GENERAL INFORMATION: The purpose of this specification is to purchase services of an experienced janitorial services provider for the Longview Public Library, located at 222 W. Cotton Street, Longview, Texas. The Purchasing Division solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders. The award will be made to the lowest and best bidder meeting all of the specifications and agreeing to the terms and conditions listed in this document.

To qualify to submit a bid vendor must be currently engaged in operating a **Commercial** cleaning service and have operated said cleaning service continuously for the past three (3) calendar years. Vendor shall only employ personnel that are thoroughly trained in all phases of cleaning and janitorial techniques and safety. **Day laborers are not acceptable.** Bidders shall provide with bid response a list of at least three (3) references for which janitorial services of the same type and to the same degree were provided within the last three years. Bidder's references must show three years of continuous janitorial experience and business under same business name. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.44 of this ITB, may be considered by the City in determining whether the bidder provides goods or services at the best value for the City.

All bidders are required to inspect the Library. Bidders will be responsible for measuring and estimating hours, cleaning supplies, and incidental costs associated with services specified. Bids shall include cost of labor, cleaners, polishes and equipment.

A mandatory pre-bid meeting will be held at the Longview Public Library, 222 W. Cotton St., Longview, TX at 9:00 a.m., May 17, 2018. A tour of all facilities included in this contract will be conducted at the pre-bid meeting.

5.01 DEFINITIONS:

CONSUMABLE GOODS - shall be defined as paper towels for patrons, toilet paper, hand soap, trashcan liners and urinal blocks/deodorizers. The City will provide consumable goods as needed. **NOTE: THESE SUPPLIES ARE NOT TO BE USED BY THE VENDOR FOR CLEANING OPERATIONS.**

UNIFORM AND OR NAME TAG- shall be worn for easy identification of workers.

SMOCK - or frock, a coat-like type of light loose garment worn especially for protection of clothing while working.

VENDOR - shall be defined as the janitorial service firm selected for the contract award.

CLEANERS/POLISHES AND EQUIPMENT - shall be defined as goods and equipment required for the cleaning, sanitizing and polishing of fixtures and surfaces specified. The Vendor will provide cleaners, polishes and necessary equipment to provide the contracted service. Including, but not limited to disinfectant, floor cleaners, glass cleaners, mops, buckets, vacuum cleaners, carpet shampooers, mechanical buffing machine, etc.

NEUTRAL CLEANER – a cleaning agent having a pH of 7 and which is neither acid nor alkaline. Neutral cleaners are gentler to surfaces and will not remove or damage finishes.

******VENDOR SHALL PROVIDE ALL LABOR AND EQUIPMENT NECESSARY (OTHER THAN COSUMABLE GOODS) TO PERFORM SERVICES STATED IN THIS BID DOCUMENT. *******

5.02 SPECIAL PROVISIONS:

- A. Name tags and smock and/or uniform (provided by the Vendor) must be worn while cleaning City facilities. Vendor shall require all employees to wear them. The tags must state the contracting agency name and employee name. Modest attire must be worn at all times. No baggy pants or revealing clothing shall be worn at any time. Inappropriate attire includes/ but not limited to tank tops; midriff baring tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; and tops with bare shoulders
- B. Vendor/Service provider shall allow no dependants (children) or other unauthorized persons on the job sites by the employees of the Vendor.
- C. City staff (Contract Supervisor) will conduct weekly and if needed daily inspections and report all un-serviced areas to the Vendor's designated contact. Vendor shall provide a person responsible for all janitorial services for the purpose of routine communication and inspections if necessary.
- D. Vendor/Service provider must provide "on call" service for emergency spills on carpet and restroom mishaps. "On call" services will be quoted on an hourly rate with a two-hour minimum. For emergency calls, the Contractor shall list on the Bid Response Page either a contact person's name and telephone number, or have a voice mail paging system or answering service. Contractors shall be required to initiate a call back to the sender within 25 minutes. Contractor shall respond on-site to requests for emergency calls within two (2) hours after notification.
- E. Work to be conducted after normal business hours unless otherwise specified.
- F. Refill all paper towel, toilet tissue, soap and deodorizer dispensers as needed, supplies will be provided by the City of Longview.
- G. Vendor/Service provider will be responsible for guaranteeing the facility is secured upon completion of janitorial duties.
- H. Vendor/Service provider will be required to complete a Facility Check-list at the conclusion of each service provision. The Checklist outlines all required duties according to the specifications below. The Check-list will be signed by the Vendor/Service provider and be left in a designated location for the building's Contract Supervisor.
- I. Vendor/Service provider should conduct themselves in a professional manner at all times.
- J. The City reserves the right to require immediate removal of any Vendor employee from City service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Vendor agrees to this condition by accepting this Contract. The Vendor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.
- K. Custodians shall be employees of the Vendor; day laborers are not acceptable. The Vendor shall purchase and issue all chemicals in their original containers. Materials

that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state and county laws, ordinances, rules and regulations.

- L. Vendor shall have a Cleaning Supervisor available for callback without additional cost to the City if at any time the cleaning staff fails to perform or does not arrive to perform the duties listed herein. Vendor shall provide the City with a twenty-four (24) hour contact phone number under emergency contact information.
- M. Vendor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on City property.
- N. Vendor shall establish, implement and maintain a training program to ensure that all staff is familiar with Janitorial industry cleaning standards as well as standards set forth in this IFB.
- O. *ALL CLEANING MUST BE DONE AFTER NORMAL BUSINESS HOURS EXCEPT WHERE NOTED***

Library hours: Monday, Wednesday, Friday and Saturday 10:00 a.m. – 6:00 p.m., Tuesday and Thursday 10:00 a.m. – 9:00 p.m. and Sunday 1:00 p.m. – 5:00 p.m. Regular cleaning will be not be done on Sundays. Cleaning is to be performed after business hours. Library is approximately 30,000 sq. ft.

6 TIMES WEEKLY: Monday-Saturday

- 1. Restrooms - Vendor/Service Provider will clean and sanitize all restrooms
 - A. Clean and wipe with a disinfectant cleaner all counter tops, splash-guards, dividers and exterior toilet bowl and urinal surfaces scrub all toilet bowl and urinal interiors with a disinfectant cleaner that will remove ALL stains and rings left by water.
 - B. Clean all mirrors, water faucets and other bright shiny surfaces to maintain a spot free and shiny clean appearance.
 - C. Clean all sinks and lavatories with a mild stain removing cleaner.
 - D. Empty all waste cans and replace liners.
 - E. Sweep and mop all restroom floors, guaranteeing removal of all debris, mop with a dilute disinfectant until visibly clean and free of streaks.
 - F. Spray hard surfaces with a disinfectant and wipe surface clean.
 - G. Re-supply all consumable goods such as soap, paper towels and toilet tissue.
- 2. Empty all waste baskets and replace soiled basket liners.
- 3. Empty recyclables (blue bins) into the large recyclable container located in the lobby.
- 4. Dust all desks, counter tops, bookshelves, file cabinet tops, armchairs, windowsills, ledges and partition tops.
- 5. Vacuum ALL carpet floors. Spot clean to remove stains.
- 6. Sweep and mop all tile floors.
- 7. Sweep and mop until clean and not streaked all hard surface floors.
- 8. Sweep sidewalks and entrances from doors out 20 feet.

9. Keep all glass doors and windows free of fingerprints and smudges.
10. Clean and polish all water fountains and maintain shiny and spot free surfaces.
11. Clean cigarette receptacles and ashtrays.
12. Kitchen Area – clean and sanitize the kitchen area.
 - A. Clean and wipe with a disinfectant cleaner all countertops and table tops.
 - B. Clean and wipe with a disinfectant the front exterior of the microwave and refrigerator.
 - C. Clean and sanitize the sink.

WEEKLY:

1. Low dust below 10”.
2. Polish all wood counters, tables, chairs and doors with a protective polish weekly.
3. Clean glass entrances and doors and atrium glass inside and outside.
4. Clean inside the microwave in the break room.

MONTHLY:

Wipe down rubber baseboards.

QUARTERLY:

1. Dust ceiling areas and areas above arms reach and clean free of cobwebs using step ladder provided by the Vendor if needed.
2. Dust window blinds.
3. Clean windows inside and outside.
4. Clean all restroom surfaces not cleaned during the daily routine with disinfectant deodorizing cleaner.

HOLIDAYS: The following days are statutory holidays upon which the Vendor shall not be obligated to perform services; New Years Day, MLK Day, Good Friday and Good Friday weekend (Easter), Memorial Day and the preceding weekend, Independence Day, Labor Day and the preceding weekend, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

SECTION V - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as listed in Section IV – Scope of Work for prices stated below. The square footages shown are estimates only and in no way are binding upon the City of Longview. At any time during the term of the City’s contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.048 of the Texas Local Government Code), the City may, in its discretion, increase or decrease the quantity of work to be performed under the contract.

Bid Instructions: Please enter the cost per visit and multiply that figure by 6 to get the janitorial cost per week. Multiply the janitorial cost per week by 52 to get the annual janitorial cost.

JANITORIAL COST PER VISIT	CLEANING TO BE PERFORMED 6 TIMES PER WEEK	JANITORIAL COST PER WEEK	CLEANING PERFORMED 52 WEEKS PER YEAR	ANNUAL JANITORIAL COST
\$	X 6 TIMES PER WEEK	\$	X 52 WEEKS	\$

Hourly “On Call” Rate	\$
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EMERGENCY CONTACT INFORMATION:

The vendor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

Emergency Contact Name: _____

Telephone Number during normal operating hours: _____

Telephone Number after normal operating hours: _____

Contract Administrator’s Name: _____

Contract Administrator’s Telephone Number: _____

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY _____

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: _____

Signature: _____

ATTACHMENT I

REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references as stated on Page 10, Section 5.00, second paragraph.

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Size of facility and/or number of facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Size of facility and/or number of facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Size of facility and/or number of facilities _____

ATTACHMENT II

BID AFFIDAVIT

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

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____

On this day personally appeared, _____ who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (give state).

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of, 20 _____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT III

CITY OF LONGVIEW
House Bill 89 Verification

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking
any action that is intended to penalize, inflict economic harm on, or limit commercial relations
specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled
territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership,
joint venture, limited partnership, limited liability partnership, or any limited liability company,
including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those
entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared
_____, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

ATTACHMENT IV

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us <<http://www.ethics.state.tx.us>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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 local government officer or a family member of the officer 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 local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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

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.