



INVITATION TO BID

PROJECT #2022-02

DESCRIPTION: JANITORIAL SERVICES

DUE DATE: JUNE 3, 2022 AT 2:00 P.M.

NOTICE TO BIDDERS

Please review the specifications and terms and conditions carefully. No bid will be considered which does not equal or exceed all of the minimum specifications or does not comply with the terms and conditions.

If a brochure or information included with your bid does not exactly describe the item to be furnished, then notes on this bid proposal must explain the difference. If there is a difference in the item/service, bidder shall document, under separate cover, the reason for the difference, and must clearly state that the item/service does meet or exceed specifications herein described.

Failure to complete all portions of this bid proposal may be just cause to disqualify bid. Failure to include all pages (pages 1 through 13) of this bid packet, which includes the cover page and Notice to Bidders and all related information, upon submission of bid to the City, may be just cause to disqualify bid.

SUMMARY

Intent

The intent of this specification is to seek bids from experienced and qualified professionals to provide Janitorial Services for the City of Dalworthington Gardens. Services will vary, with most cleaning services needed once per week, and some cleaning services needed only on an as needed basis. Routine scheduled services will include scheduled general building cleaning, from entryway doors, and glass cleaning. Cleaning services such as stripping and waxing floors, shampooing carpet, and cleaning the buildings' external windows will be assigned on an as needed basis.

Project Contact

If you have any questions or need additional information, contact the City Administrator:

Lola Hazel, City Administrator

lhazel@cityofdwg.net

(Include the project number in the subject line)

Questions and concerns must be received no later than **May 18, 2022**.

Issuing of Addenda

Addenda to this bid packet will be posted on the City's website at www.cityofdwg.net. Bids not acknowledging addendums on their Bid submission will be considered non-compliant and will be rejected.

Pre-Bid Conference

A pre-bid conference is scheduled for:

Date: **Wednesday, May 18, 2022** Time: **2:00 PM**

Location: **Dalworthington Gardens City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016**

Attendance is not required but recommended in order to see facilities.

Bid Packet Submission

The City requires one completed Bid packet per bidder as well as an electronic copy via flash drive of bid submission.

Responses to this Invitation for Bid must be made on the forms included with this notice. The entire completed Bid Packet must be returned, or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Clearly mark the exterior of your sealed bid with the Project number and the words "SEALED BID" when delivering the Bid Packet.

Bid Opening

Bid openings are public and will occur at **2:00 p.m.** on **June 3, 2022**, at the City of Dalworthington Gardens, City Hall Council Chambers, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016.

TERMS AND CONDITIONS

1. Sealed bids will be received by the City Administrator, Dalworthington Gardens City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016, on or before **2:00 p.m., Friday, June 3, 2022**, at which time the sealed bids will be publicly opened and read aloud. All bidders and other interested persons are invited to attend the bid opening but are not required to be present.
2. Bids received after closing time will be returned unopened. Late bids will not be considered under any circumstances.
3. Bids cannot be altered or amended after submission. The signer of the bid must initial all interlines, alterations, or erasures.
4. All bids shall be submitted upon provided forms in sealed envelopes, plainly marked "**Project #2022-02 Janitorial Services Bid**".
5. Bid sheets, specifications, and biddings documents are attached hereto, or may be obtained from the office of the City Administrator, Dalworthington Gardens City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016; by telephone (682) 330-7418; website www.cityofdwg.net or email lhazel@cityofdwg.net. Fully complete each form, and initial all pages not requiring signature.
6. The City of Dalworthington Gardens reserves the right to revise or amend the specifications prior to the date set for the opening of bids. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders, and may or may not affect the bid opening date.
7. Bid must be the total invoiced price based on the specifications and include all charges including delivery, installation (if applicable), and/or administrative costs. In case of ambiguity or lack of clearness in the Bid pricing, the City of Dalworthington Gardens reserves the right to adopt the most advantageous interpretation thereof.
8. Bid prices must be firm for thirty (30) days from bid opening date, and throughout the successful bidder's contract.
9. Bidder MUST give full name and address. Failure to manually sign bid will disqualify the bid. The person signing the bid must show title or authority to bind his/her firm in a contract.
10. Any bid may be withdrawn by the vendor prior to the scheduled time for opening. Any request by a bidder to withdraw his/her bid must be in writing and submitted to the City Administrator prior to the scheduled time for opening bids.
11. The City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
12. This bid, when properly signed and witnessed by the bidder and accepted by the City of Dalworthington Gardens shall constitute a contract equally binding between the successful bidder and the City of Dalworthington Gardens. No different or additional terms will become a part of this contract unless approved in writing by the City of Dalworthington Gardens. All changes to the contract will be made by change order.
13. No oral statements 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 in writing and made by the City.
14. If during the life of the contract, the successful bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Dalworthington Gardens.
15. All items bid shall be new, in first class condition, and manufacturer's latest model/design/product, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreement to the contrary will not be recognized. Performance of all services under this contract shall conform to the highest industry standards of the relevant industry practices.
16. No substitutions or cancellations are permitted without written approval of the City.
17. The City of Dalworthington Gardens reserves the right to reject any and all bids and to waive technicalities and informalities in bids received when deemed to be in the best interest of the City.
18. The contract will be awarded to the bidder who provides the goods or services at the best value for the City. In determining best value for the City, the City may consider: the purchase price; the reputation of the bidder and of the bidder's goods or services; the quality of the bidder's goods or services; the extent to which the goods or services meet the City's needs; the bidder's past relationship with the City; the impact on the ability of the City to comply

with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; the long-term cost to the City to acquire the bidder's goods or services; any other relevant criteria specifically listed in this invitation to bid.

19. Bidders should carefully examine the specifications and any other documents, and fully inform themselves as to all conditions. Should a bidder find discrepancies in or omissions from the specifications or other documents, or should there be doubt as to their meaning, the City Administrator should be notified immediately in writing for clarifications prior to submitting the bid. Notification for clarification can be by mail to 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016 or by email to lhazel@cityofdwg.net. **All questions shall be received no later than May 18, 2022. No questions will be answered after that date. Answers will be provided no later than May 25, 2022 by addendum.**
20. The bidder agrees to protect the City from claims involving infringement of patents or copyrights.
21. All bidders must meet or exceed the minimum specifications to be considered a valid bid.
22. Invoices submitted for payment should be addressed to Accounts Payable at ap@cityofdwg.net, and should reference "Janitorial Services"
23. Payment for material or services will be made upon receipt and acceptance by the City of Dalworthington Gardens for the item(s) ordered and after receipt of a valid invoice. The City of Dalworthington Gardens will pay all invoices in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.
24. The successful bidder agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation (for any employees the successful bidder may have during the active life of this contract) and professional liability during the term of this contract in the amounts stated below. The successful bidder shall provide City with evidence of such coverages in a form which is acceptable to the City. Such policies shall name the City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the City for General Liability and Automobile Insurance. The successful bidder shall provide notice to the City in the event of any material change in coverage, cancellation, or nonrenewal not less than 30 days prior to the change. For coverages that are written with claims made policies, the required period of coverage shall be continuous coverage for the life of the contract, plus an extended discovery period of three (3) years to begin at the end of the contract period. Should the successful bidder change insurance carriers during this entire insuring period, the replacement policy shall include a prior acts provision to eliminate any lapse in coverage.

Type of Coverage	Minimum Amount
1. Workers Compensation and Employer's Liability	Statutory not less than \$1,000,000
2. Commercial General Liability Insurance	\$500,000/1,000,000/500,000 Combined Single Limit of \$1,000,000 per occurrence
3. Comprehensive Automobile Insurance	Minimum State Financial Liability Responsibility Limits
4. Professional Liability (errors and omission) Insurance	\$1,000,000 per claim

The Contractor shall not commence work until the City has approved all insurance required under this contract. The insurance requirements shall not limit the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

25. The bidder warrants, by execution of this bid proposal, that he/she has complied with all federal laws and requirements thereof regarding immigration and citizenship and that all employees are qualified employees as dictated therein.
26. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House

Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Administrator. If mailing a completed form, please mail to:

City of Dalworthington Gardens
ATTN: City Administrator
2600 Roosevelt Drive
Dalworthington Gardens, Texas 76016

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's offer.

27. DEFAULT: The Vendor shall be in default under the agreement if the Vendor:
 - 27.1 Fails to fully, timely and faithfully perform any of its material obligations under the agreement,
 - 27.2 Becomes insolvent or seeks relief under the bankruptcy laws of the United States or
 - 27.3 Makes a material misrepresentation in Vendor's offer, or in any report or deliverable required to be submitted by the Vendor to the City.
- 28 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 Dalworthington Gardens.
- 29 All bids must comply with all federal, state, county, and local laws concerning these types of service.
- 30 This contract shall remain in effect until the contract expires, delivery and acceptance of the products and/or performance of services ordered, or terminated by the City.
- 31 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, the City of Dalworthington Gardens 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. The successful bidder, in submitting this Bid, agrees that the City of Dalworthington Gardens shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.
- 32 Any notice provided by this Bid (or required by law) to be given to the successful Bidder by the City of Dalworthington Gardens shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Dalworthington Gardens, Dalworthington Gardens, TX by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; this shall not prevent the giving of actual notice in any other manner.
- 33 This agreement will be governed and construed according to the laws of the State of Texas. Performance of this agreement is in Tarrant, County, Texas.
- 34 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 Dalworthington Gardens.
- 35 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. All interpretations of these specifications shall be made on the basis of this statement.
- 36 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Vendor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Vendor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Vendor's obligations under this paragraph.
- 37 The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance

of the resulting agreement or purchase order, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of its compliance.

38 By submitting a bid, bidder verifies and certifies that it does not and, during the duration of the resulting contract will not:

38.1 Boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

38.2 Do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

38.3 Boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274 as amended, or

38.4 Discriminate against a firearm trade association, as defined in Texas Government Code 2274 as amended.

39 **SECURITY AND EMPLOYEES:** All employee's must be able to perform CJIS training, pass a background check and may be required to submit personnel information. A list of all employee names and addresses along with their contact information shall be submitted. All employees must be approved by the City Administrator and DPS Director.

CONTRACT TERMS: The term of the contract shall be for one (1) year, with the option to renew for additional (1) one-year periods upon the written agreement of the parties.

40 The awarded vendor shall furnish all labor, tools, equipment, cleaning chemicals, insurance, supervision, and any other item necessary to perform the services required by the bid. The city shall provide all paper products for bathrooms, and kitchen areas.

41 **INDEMNIFICATION: THE SUCCESSFUL BIDDER ("THE CONTRACTOR") AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DALWORTHINGTON GARDENS AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT**

BIDDER INFORMATION FORM

Bidder's Exact Legal Name: _____
(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Corporation |
| | <input type="checkbox"/> Other: |

Bidder's Address: _____

Bidder's Web Address: _____

Bidder's Email Address: _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if no addenda have been issued for this bid).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

JANITORIAL SERVICES REFERENCES

Please list five (5) references, other than the City of Dalworthington Gardens, who can verify your performance as a vendor. 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 the rejection of your bid.

To ensure adequate local availability and competent service from experienced vendors, bids are preferred from local vendors who have been in business and performed similar services for at least five (5) years. Local service area is defined as within 50 miles of the City of Dalworthington Gardens.

REFERENCE #1	
Government/ Company Name:	
Address:	
Contact Person & Title:	
Telephone No:	
Email Address:	
Scope of Work	
Contract Period:	

REFERENCE #2	
Government/ Company Name:	
Address:	
Contact Person & Title:	
Telephone No:	
Email Address:	
Scope of Work:	
Contract Period:	

REFERENCE #3	
Government/ Company Name:	
Address:	
Contact Person & Title:	
Telephone No:	
Email Address:	
Scope of Work:	
Contract Period:	

REFERENCE #4	
Government/ Company Name:	
Address:	
Contact Person & Title:	
Telephone No:	
Email Address:	
Scope of Work:	
Contract Period:	

REFERENCE #5	
Government/ Company Name:	
Address:	
Contact Person & Title:	
Telephone No:	
Email Address:	
Scope of Work:	
Contract Period:	

FACILITIES AND SCHEDULES

SCHEDULING: All work will be scheduled during normal hours of operation, Monday through Friday, 8:30am-5:00pm. Vendor must be able to respond as needed in special circumstances that may arise. Listed in table 1 below, are the names of the buildings, their addresses, the hours of normal operation, and frequency to be cleaned.

Building	Location	Frequency	Hours of Operation
City Hall	2600 Roosevelt Drive	Once Weekly	8:30 AM - 5:00 PM
DPS Building	2600 Roosevelt Drive	Once Weekly	8:30 AM - 5:00 PM

DUTIES FOR EACH SCHEDULED CLEANING DAY FOR CITY HALL AND DPS BUILDING

- All floors shall be vacuumed, and or swept, and non-carpet floors shall be dust mopped and wet mopped.
- All trash receptacles shall be emptied and put in containers for pickup.
- Entryways shall be cleaned, including any glass, doors shall be cleaned, all pull or push bars, handles, door knobs, shall be wiped down with disinfectant, floor mats shall be cleaned, and any interior hand rails.
- All countertops in reception areas, customer service counters, and or any public tables shall be wiped down with disinfectant.
- All offices, where entry is possible without a key, shall be dusted, floors vacuumed, and trash receptacles emptied and put in containers for pickup.
- All fixtures in restrooms will be cleaned and disinfected, paper goods restocked, mirrors cleaned, and all sink basins cleaned.
- Any designated meeting areas or conference rooms shall be cleaned and wiped down.
- All kitchen, and breakroom areas shall be cleaned and disinfected, to include fixtures and any sink basins, and stainless steel fixtures wiped of streaks and stains.
- Light dusting of cabinets, doors, fixtures, windows and walls.
- Any other basic cleaning that may be needed that is not listed.
- All interior windows cleaned

BID FORM

1. **Delivery.** If your Bid is accepted and a contract is executed or a purchase order is issued, state the number of days you need to begin providing Services: _____

You must be able to provide Services as specified in your Bid. Failure to do so may result in City terminating your Agreement, pursuing collection under any performance bond, as well as seeking any other damages to which may be entitled in law or in equity.

2. **Pricing.** The City of Dalworthington Gardens may reject all bids or may select more than one vendor. (Enter \$0 for areas you do **NOT** wish to bid on)

Item	Description	Total Cleaning Cost per Month	Total Annual Cost
1	Janitorial Services for City Hall	\$	\$
2	Janitorial Services for DPS Building	\$	\$

Alternate Items		
Item	Description	Total Cost per Application
A-1	Strip and Wax Floors	\$
A-2	Shampoo Carpets	\$
A-3	Clean all exterior windows of City Hall.	\$
A-4	Clean all exterior windows of DPS Building.	\$

Bidder's Company Name

Authorized Signature Here ►

Printed Name:
