

1. SCOPE

The City of Nederland is soliciting proposals from interested vendors for janitorial services for certain City facilities.

This Request for Proposal (RFP) is intended to serve as the proposal form and the Contract for janitorial services and shall include the services contained herein. The City has established minimum service requirements that are to be included in the Proposers' cost for services. All proposals submitted must include all of the service requirements specified in the proposal to be valid. However, if the Proposer believes that there are additional ways to effectively and efficiently deliver the service, Proposers may submit an additional proposal as an attachment delineating the changes or modifications of services provided. Any proposed modifications or changes will be considered on a case-by-case basis. Any proposal submitted to the City shall be for services specified and delivered in accordance with the proposal as written.

2. INSTRUCTIONS

- 2.1 Copies of this Request for Proposal may be obtained from Holly Guidry, Deputy City Manager, 207 N. 12th Street, P O Box 967, Nederland, TX 77627, 409-723-1501, hguidry@ci.nederland.tx.us
- 2.2 Proposals must be submitted in a sealed envelope labeled "Proposal - Janitorial Services" to the Office of the City Clerk, City of Nederland, 207 N. 12th Street, P O Box 967, Nederland, TX 77627 by **October 7, 2021, at 2:00 p.m.** Proposals received after this time will not be opened or considered by the City.
- 2.3 One (1) original and two (2) copies of the proposal must be submitted.
- 2.4 Proposals shall be considered valid and may not be withdrawn until the expiration of forty-five (45) calendar days from the date of proposal opening (October 7, 2021).
- 2.5 Proposals shall be submitted on the forms provided herein with all requested supporting documentation attached to the required form.
- 2.6 All variances from the City's specifications, requirements, terms, and/or conditions must be clearly indicated on the proposal forms. Otherwise, it will be assumed that the proposal fully complies with the stated terms and conditions specified herein.
- 2.7 This Request for Proposal does not commit the City of Nederland to enter into any formal or informal agreements and/or contracts.

- 2.8 The Proposer is responsible for all costs incurred to prepare and submit a Proposal.
- 2.9 The City reserves the right to accept or reject any and /or all proposals. The City reserves the right to waive any irregularities and/or informalities in any proposal and to request additional information as necessary. It is the intent of the City to accept such proposal that is deemed to be in the best interest of the City.

3. ADDITIONAL INFORMATION

Any questions or requests for additional information shall be made to:

Holly Guidry
 Deputy City Manager
 (409) 723-1501
 hguidry@ci.nederland.tx.us

4. SCHEDULE OF EVENTS

The City will attempt to adhere to the following schedule of events. The City reserves the right to amend the schedule as needed. The City will notify Proposers in writing or by e-mail of any such schedule changes.

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Optional Pre-Proposal Conference	September 22, 2021	2:00 p.m.	City Hall, 207 N. 12 th Street
Proposal Receipt and Opening	October 7, 2021	2:00 p.m.	City Hall, 207 N. 12 th Street
City Council Awards Contract	Approximately October 25, 2021		
Project Start-up	November 1, 2021		

5. OPTIONAL PRE-PROPOSAL CONFERENCE

The Optional Pre-Proposal Conference is scheduled for 2:00 p.m., September 22, 2021 at City Hall located at, 207 N. 12th Street, Nederland, Texas. Following the conference, an inspection tour of the City buildings included within this RFP will be conducted.

It is understood that each firm interested in submitting a proposal shall be responsible for its own evaluation and assessment of the requirements necessary to furnish services in accordance with this RFP.

6. QUALIFICATIONS

This section of the RFP establishes certain standards of experience and financial capability that the City requires for a Proposer to be deemed qualified. Proposals

from firms that do not meet the prescribed standards will be considered by the City to be non-responsive. The City, at its sole discretion, will decide if a Contractor meets the standards. Each Proposer must answer the following questions completely.

- 6.1 Proposers shall submit a completed Qualifications Form (Exhibit A).
- 6.2 Proposers shall submit a completed Claims and Disputes Form (Exhibit B).
- 6.3 Proposers shall submit a completed Insurance Form (Exhibit C).
- 6.4 Proposers shall submit a completed Certified Statement (Exhibit D).

7. TERMS

The Proposer should carefully examine all terms, conditions, specifications, and documents. Should a Proposer find discrepancies in or omissions from the specifications or other documents, or should there be doubt as to their meaning, the Deputy City Manager should be notified immediately for clarification prior to submitting the proposal.

8. CONDITIONS OF PROPOSAL SUBMISSIONS

- 8.1 Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the affixed corporate seal and the secretary's attestation. Proposals submitted by partnerships should be executed in the name of the partnership and signed by at least two partners whose titles are clearly legible. Any and all corrections should be initialed by the official signing the Proposal.
- 8.2 Proposals delivered to the City of Nederland constitute an offer and may not be withdrawn or amended except as provided herein. Proposers are encouraged to carefully review all provisions and attachments of this RFP.
- 8.3 Proposals submitted prior to the Proposal due date may be withdrawn anytime prior to Proposal due date and time. Notice to withdraw a Proposal must be in writing and submitted to the City Clerk prior to the scheduled due date and time. Changes or modifications to a Proposal can only be made by withdrawing a Proposal and submitting a revised Proposal before the Proposal due date and time.
- 8.4 Official changes and addenda to this RFP will be distributed in the form of an Addendum by the City of Nederland to all vendors who received the RFP.
- 8.5 The City is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**

- 8.6 Proposer warrants, by execution of this Proposal, compliance with all federal laws and requirements thereof regarding immigration and citizenship and that all employees are qualified employees, as dictated therein.
- 8.7 Proposer warrants, by execution of this Proposal, that Proposer has become familiar with all local, state, and federal laws affecting and/or governing the providing of janitorial services to the City of Nederland. Furthermore, the Proposer acknowledges that all costs and performance requirements associated with all laws and regulations are included and addressed in the Proposer's proposal.
- 8.8 Proposer warrants, by execution of this Proposal, that the Proposal is not made in the interest of or on behalf of any undisclosed firm, corporation, or person.
- 8.9 Proposer warrants, by execution of this Proposal, that the Proposer has not directly or indirectly persuaded any other Proposer to submit a false or fraudulent Proposal; the Proposer has not sought to obtain an advantage over any other Proposer by collusion or any other means; the Proposer has not persuaded any person or corporation to refrain from responding to the RFP.
- 8.10 Proposer warrants, by execution of this Proposal, that Proposer, including affiliates, associates, managers, employees, contractors or anyone else acting on behalf of the Proposer, has not offered a bribe, compensation, or favor to any staff member or elected official of the City of Nederland.
- 8.11 Proposers are required to submit a proposal for all services specified in this RFP.
- 8.12 Evaluation Criteria: The following criteria will be used to evaluate the submittals:

CRITERIA	SCORING POINTS AVAILABLE
Price	60
Extent to which services meet needs	15
Experience with projects of similar size/type	15
Reputation of proposer and proposer's services	10
TOTAL AVAILABLE POINTS	100

Based on all information reviewed and interviews (if necessary), the City Manager, or designee, shall establish a final ranking of all proposals.

During the evaluation process the City reserves the right, which it may serve the City's best interest, to request additional information or clarifications from proposers.

9. SPECIFIC CONDITIONS

See Attachment A

10. RFP AND SPECIFICATIONS

This RFP shall serve as a contract between the City and selected contractor to provide janitorial services to the City. Contractor is responsible for providing all of the services and all equipment, materials, supplies, labor, supervision and other items necessary to complete the work described herein.

11. INDEPENDENT CONTRACTOR

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer employee relationship between the parties is created by this Contract. By entering into this Contract with the City, Contractor acknowledges that it will, in the performance of its duties and under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City of Nederland.

12. EMPLOYEES

12.1 No persons, other than those employees assigned by the Contractor to provide janitorial service to City facilities shall be authorized to enter City facilities.

12.2 Contractor shall coordinate with City to ensure that any employees assigned by the Contractor to work in buildings with security requirements are screened, trained and approved prior to authorization to enter certain City facilities.

12.3 Contractor shall provide each employee with appropriate clothing and safety equipment.

12.4 Contractor shall assure that all employees or contract laborers are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.

12.5 The City shall have the right to request that an employee be barred from further work for the Contractor in connection with this RFP for reasons including, but not limited to: wanton, discourteous, belligerent, or unsafe behavior; theft; entry into unauthorized areas; and other such offenses as determined by the City. The City's request shall be in writing and shall describe the reasons for the request. Upon receipt of the City's request, to the extent permitted by laws pertaining to harassment, employee discrimination, Workers' Compensation and Family and Medical Leave Act, the Contractor shall comply immediately by removing the individual from duties within the City.

13. SUBCONTRACTORS

13.1 The Contractor shall not subcontract any task under this RFP without the prior written consent of the City.

13.2 Subcontractors shall be considered employees of the Contractor under the terms of this RFP. The Contractor shall properly supervise and instruct subcontractors to assure that the subcontractor complies with all requirements of this RFP in performing any work hereunder.

14. PAYMENT OF FINES AND PENALTIES

The Contractor shall pay any and all fines or penalties assessed against the City by any organization having jurisdiction for the Contractor's violations of applicable laws, codes, regulations or orders arising in connection with the Contractor's performance of services hereunder.

15. LICENSES AND PERMITS

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of the Contractor's operations herein.

16. INDEMNIFICATION

The Contractor shall protect, defend, indemnify, and hold the City, its officers, elected officials, agents, and employees, harmless from any claims, fines, demands, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, but only to the extent that same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees.

Contractor shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of the City in substantially the same form as above.

The Contractor does, however, retain the responsibility for indemnification of the City.

17. THEFT BOND

- 17.1 The Contractor shall maintain a Theft Bond concerning losses up to \$5,000.00 throughout the duration of the RFP.
- 17.2 The Surety shall be a surety company duly authorized to do business in the State of Texas.
- 17.3 The Contractor shall pay all premiums chargeable for the Theft Bond.
- 17.4 The Theft Bond shall be valid and non-cancelable for the entire period of the RFP and shall be renewed annually upon Contract renewal or extension.
- 17.5 The Contractor shall provide the City with documentation annually in October in the form of a written certification from the surety company that the said Theft Bond remains in effect through the upcoming year.

18. INSURANCE

- 18.1 The Contractor shall comply with each and every condition herein. The Contractor shall provide and maintain the minimum insurance coverages set forth below during the term of its agreement with the City.
 - Commercial General Liability insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$500,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards.
 - Workers Compensation insurance at statutory limits.
 - Commercial Automobile Liability insurance at minimum combined single limits of \$300,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- 18.2 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the contractor to assure compliance with this provision. The City of Nederland accepts no responsibility arising from the conduct, or lack of conduct, of Subcontractors.

18.3 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- The City of Nederland shall be named an additional insured but only to the extent that same is indemnified pursuant to Sec. 16 hereof with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- A waiver of subrogation in favor of the City of Nederland shall be contained in the Workers Compensation policies, and all liability policies, but only to the extent that same is named as an additional insured on the liability policies hereunder.
- All insurance policies shall be endorsed to require the insurer to immediately notify the City of Nederland of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Nederland will receive at least thirty (30) days written notice prior to cancellation or non-renewal of insurance.
- All insurance policies, which name the City of Nederland as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval of the City of Nederland.

18.4 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice of cancellation or termination provisions to the City of Nederland.

18.5 Upon request, Contractor shall furnish the City of Nederland with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Nederland within ten (10) business days after contract award by the successful contractor's insurance agent of record or insurance company. The certificate of insurance shall be sent to:

City of Nederland
Holly Guidry, Deputy City Manager
P O Box 967
Nederland, TX 77627

19. CONTRACTOR INVOICING

The Contractor shall bill the City for services rendered within ten (10) days following the end of the month. The City shall pay the Contractor within 30 days of receipt of a bill that the City does not contest. A late charge for the lesser of (a) 1.5% per month, or (b) the maximum rate permitted by law shall be paid by the City to Contractor for any past due payment not received within fifteen (15) days after the payment due date. If the City's account is referred to an agency or attorney for collection after reasonable attempts by both the City and the Contractor to resolve any payment disputes, the City shall reimburse Contractor for its reasonable attorney's fees and collection costs should the City be determined to be at fault. Such billing and payment shall be based on the amounts set forth in this RFP and on the Contract Proposal form.

20. PERFORMANCE MONITORING

- 20.1 Contractor shall be responsible for supervising and monitoring all work specified in this RFP for compliance with specifications.
- 20.2 The City shall have the right to monitor or inspect all work pertaining to this RFP. Routine spot inspections will be carried out by the City.
- 20.3 Contractor shall have a representative available to meet with City staff as needed to discuss performance, problems, and resolutions.
- 20.4 Contractor shall be responsible for determining and providing man-hours that are necessary to accomplish the requirements of this RFP in its entirety to the satisfaction of the City. If the Contractor is unable to accomplish the requirements with provided number of staff and man-hours, the City will require an increase, at no additional cost, until requirements are met.

21. RFP TERM, RFP EXTENSION, AND RFP AMENDMENT

- 21.1 The term of this RFP shall be for a period of eleven (11) months, commencing November 1, 2021, and ending September 30, 2021, unless terminated or extended as provided for in this RFP.
- 21.2 The City may extend this RFP annually for individual one-year terms by giving the Contractor written notice of the City's intention to extend the RFP thirty (30) days before the expiration of the initial term or applicable extension. Both the City and the Contractor must mutually agree to the extension in writing.
- 21.3 This RFP may be amended only by written instrument duly executed by the City and Contractor.

22. TERMINATION BY CITY

22.1 Termination for Cause

The City may terminate the Contractor's performance of services under this RFP in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if the Contractor fails to observe or perform all of its duties under this RFP. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than thirty (30) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination, the Contractor cures such default, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this RFP as of such date.

22.2 The following, by way of example, but not of limitation may be considered grounds for cancellation, in whole or in part:

- Failure of the Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
- Failure of the Contractor to commence work operations within the time specified in the RFP;
- Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
- Evidence that the Contractor has abandoned the work;

- Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
- Failure on the part of the Contractor to comply with the terms of the contract or any requirements given by the City provided for in this contract document;
- Indication that the Contractor has made an unauthorized assignment of the RFP or any funds due therefrom for the benefit of any creditor or for any other purpose.

22.3 Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this RFP.

22.4 Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this RFP to the date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed under this RFP and in accordance with the terms and conditions of this RFP and not previously paid.

22.5 In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of default by Contractor.

- If the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.
- The City may withhold all or part of any sums which would otherwise be due to the Contractor, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
- In the event that the Contractor shall fail to perform any of the material provisions of this RFP, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time the Contractor has to comply. Thereafter, if the event

or condition is not corrected or otherwise made to comply with the terms of this agreement within the period of time specified by the City, the same shall constitute an act of noncompliance. For such act, the City may deduct from the consideration to be paid to the Contractor an amount described in Sec. 14. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this RFP.

23. TERMINATION BY THE CONTRACTOR FOR CITY'S DEFAULT

The Contractor may terminate its performance under this RFP in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this RFP. Should such a default occur, the Contractor may deliver a written notice to the City describing such default, specifying the provisions of the RFP under which the Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than thirty (30) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this RFP as of such date.

Contractor may terminate this agreement upon thirty (30) days written notice to the City in the event that action is taken by either the United States government or the State of Texas government to increase the minimum wage amount above the current rate of \$7.25 per hour.

24. FORCE MAJEURE

The Contractor shall not be deemed to be in default if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond control of the parties ("Force Majeure"). Upon occurrence of any such event, the Contractor shall make the "best reasonable effort" to provide services.

25. NOTICE

25.1 Any notice required under this RFP required to be given shall be sent by registered mail to the party's address of record. Notice shall be deemed to have been given when the notice is mailed to the following address, as applicable:

Contractor:

City:

City of Nederland
Deputy City Manager
P O Box 967
Nederland TX 77627

25.2 Any other notice required to be given by the Contractor to the City under any provision of this RFP shall be given as directed by the City from time to time during the term of this Agreement.

26. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the RFP.

27. ASSIGNABILITY

Neither the Contractor nor the City may assign its interest in the Agreement without the written consent of the other party.

28. SEVERABILITY

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the Contractor or the city in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

29. PROPOSER’S DOCUMENTS

The following documents must be completed and submitted as a portion of the proposal. Failure to submit all documents shall be considered non-responsive and result in the rejection of the proposal by the City.

- Exhibit A – Qualifications Form
- Exhibit B – Claims and Disputes
- Exhibit C – Insurance Form
- Exhibit D – Certified Statement
- Exhibit E – RFP Proposal
- Exhibit F – Exceptions to Specifications
- Exhibit G - Authority to Conduct Business
- Exhibit H – Signature Form
- Exhibit I – House Bill 89 Verification
- Notice – House Bill 1295 Notice
- Form A – List of Current Customers

Form B – List of Previous Customers
Form C – References

30. SAFETY DATA SHEETS (SDS)

The vendor shall be required to provide Safety Data Sheets (SDS) to the City for all chemicals stored in City facilities. SDS must be furnished prior to the introduction of the stored chemical into the City facility. All chemicals stored on City facilities shall be stored in their original or secondary containers with a proper label attached. The manufacturer's label on the original container will be considered as the primary label. Secondary containers must be labeled with at least the name of the chemical.

EXHIBIT A
QUALIFICATIONS FORM

Name of Company _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____ Fax Number _____

Mailing Address _____

City, State, Zip Code _____

Contact Person _____

1.1 How many years has the company been in business? _____

1.2 How many years has the company been in business under its present name?

1.3 Under what other names, if any, has the company or venture operated?

1.4 To how many customers does the company currently provide janitorial services?

1.5 Complete *Form A* and list all customers to which janitorial service is provided.

1.6. Complete *Form B* and list three (3) customers for which the company previously provided janitorial services but no longer does so.

1.7 To establish the company's work experience, abilities, and performance history, provide Client References that include a minimum of three (3) current customers. Copy and complete *Form C* for each of these customers.

EXHIBIT B

CLAIMS AND DISPUTES FORM

- 1.1 Identify any judgments, claims, arbitration proceedings or suits pending or outstanding against the company or its officers. Include dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.

- 1.2 Within the last five (5) years, has the company been a party to any lawsuits or arbitration proceedings with regard to any customer contract? If yes, please list all customers.

EXHIBIT C
INSURANCE FORM

1.1 What are the name, address and telephone number of the company's insurance company?

1.2 Is this the insurance company proposed for use on the City of Nederland proposal?

1.3 If not, which company is proposed? (name, address, telephone number, rating)

1.4 Has this company been refused surety, bond, or liability insurance in the last five (5) years?

If yes, describe:

EXHIBIT D

CERTIFIED STATEMENT

I, _____, authorized representative for _____, hereby certify that the submitted RFP and attached supporting documentation as outlined in the City of Nederland Request for Proposals is true and complete; that he/she has read the same and that same shall be used in determining whether our company is a qualified, responsible vendor.

Print Name

Signature

Company Name

Title

State of Texas

County of _____

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, State of Texas

EXHIBIT E
RFP PROPOSAL

The amounts submitted by the authorized representative of the vendor shall be the amount to be paid by the City. No additional fees, charges, or any other type of expenses shall be billed to the City during the term of this RFP. Any costs, in addition to those indicated on this Form, incurred by the vendor during the performance of janitorial services for the City shall be borne by the vendor. The City reserves the right to select the proposal which best meets the City's needs or reject all proposals.

Standard Service

Provide the monthly and annual amounts for each facility for the period November 1, 2021 – September 30, 2022.

Facility: Nederland City Hall, 207 N. 12th Street, Nederland, TX 77627

Contract Price: \$_____ Per Month

To Be Cleaned: 2 days per week

Monthly Cost in words: _____

Schedule Detail: Please provide the number of janitorial staff that will work per week or per hour and the number of hours per day or per week.

#Staff	#Hrs/Day per Staff Member	#Hrs/Week per Staff Member
_____	_____	_____

Facility: Public Safety Complex, 1400 Boston Avenue, Nederland, TX 77627

Contract Price: \$_____ Per Month

To Be Cleaned: 2 days per week

Monthly Cost in words: _____

Schedule Detail: Please provide the number of janitorial staff that will work per week or per hour and the number of hours per day or per week.

#Staff	#Hrs/Day per Staff Member	#Hrs/Week per Staff Member
_____	_____	_____

Facility: Henson Building, 1903 Atlanta Avenue, Nederland, TX 77627

Contract Price: \$ _____ Per Month

To Be Cleaned: 2 days per week

Monthly Cost in words: _____

Schedule Detail: Please provide the number of janitorial staff that will work per week or per hour and the number of hours per day or per week.

#Staff	#Hrs/Day per Staff Member	#Hrs/Week per Staff Member
_____	_____	_____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Date: _____

EXHIBIT F

EXCEPTIONS TO SPECIFICATIONS

Identify any provisions of the RFP that the Proposer cannot comply or is submitting an alternate proposal. If not identified as an exception, the Proposer shall be required to comply with all provisions stated within the RFP.

RFP Section

Exception

EXHIBIT G

AUTHORITY TO CONDUCT BUSINESS

Insert a copy of your company's articles of incorporation or DBA certificate.

EXHIBIT H
SIGNATURE FORM

By signature hereon affixed, the Proposer certifies that neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et set., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicate directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with the City.

Proposer guarantees services offered will meet or exceed specifications identified in this Request for Proposal.

Name of Company/Firm: _____

Name of Representative: _____

Title of Representative: _____

Mailing Address: _____

City, State, Zip: _____

Authorized Signature: _____

Telephone Number: _____

EXHIBIT I

HOUSE BILL 89 VERIFICATION

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services 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

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.

I, (authorized representative) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted in this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1. does not boycott Israel current; and**
- 2. will not boycott Israel during the term of the contract; and**
- 3. is not currently listed on the State of Texas Controller's Companies that Boycott Israel List.**

Signature: _____

Printed Name: _____

Company: _____

Date: _____

NOTICE

HOUSE BILL 1295

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (H.B. 1295) provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency. The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Vendors will be required to complete this on-line process before City Council considers approval of any contract.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: <https://www.ethics.state.tx.us/filinginfo/1295/>)

FORM A

List of Current Customers

Company shall list the following information for all current customers.

Client	Contact	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM B

List of Previous Customers

Company shall list three (3) previous customers.

Client	Reason why Services Discontinued	Contact	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FORM C

Janitorial Services References

Complete this form for three (3) current customers that you choose to serve as references.

Customer Name: _____

Contact Name: _____

Address: _____

Phone: _____

Description of Service Type: _____

Customer Name: _____

Contact Name: _____

Address: _____

Phone: _____

Description of Service Type: _____

Customer Name: _____

Contact Name: _____

Address: _____

Phone: _____

Description of Service Type: _____

ATTACHMENT A

		1	2	3
Facility		City of Nederland Office Building	Homer Nagel Public Safety Complex (Includes Police Station, Court Room, Fire Administrative Offices and Dispatch Office.)	D. Bob Henson City Office Building
Address		207 N. 12 th Street	1400 Boston Avenue	1903 Atlanta Avenue
Frequency and schedule		Twice per week. 1. Sunday 2. Wednesday after 6:00 p.m.	Twice per week. 1. Sunday 2. Wednesday after 6:00 p.m.	Twice per week. 1. Sunday 2. Wednesday after 6:00 p.m.
Service	Description	City of Nederland Office Building	Homer Nagel Public Safety Complex	D. Bob Henson City Office Building
Hard surface floors - sweep and mop	Sweep to remove loose dirt and other material (removing and returning light furniture as necessary). Wet mop using a germicidal detergent solution. Use "caution - wet floor" signs for on-duty employees. Avoid leaving splash marks on baseboards/floor trim, walls, furniture and other items and remove splash marks that occur.	Twice per week.	Twice per week.	Twice per week.

Service	Description	City of Nederland Office Building	Homer Nagel Public Safety Complex	D. Bob Henson City Office Building
Carpets	Vacuum all carpeted areas moving non-stationary furniture items, trashcans, etc as necessary. Ensure tight corners and areas along walls are reached. Spot clean minor stains on carpet, as necessary.	Twice per week.	Twice per week.	Twice per week.
Floor Drains	Pour hot water and bleach mixture door floor drains to maintain and prevent odors.	Once per month.	Once per month.	Once per month.
Walls/ Baseboards	Keep walls, ornamental woodwork, chair rails, door and window frames, wall mounted light fixtures, ceilings and corners free from dust, cobwebs, etc.. Spot clean finger prints, smudges, dirt build-up and/or accumulation around lights switches, doors, door frames, trashcan areas etc. Baseboards/floor trim should be wiped and dusted to prevent accumulation.	As needed.	As needed.	As needed.
Glass doors - main entrances	Clean interior and exterior of glass doors.	Twice per week.	Twice per week.	Twice per week.
Glass doors - other	Clean interior and exterior of glass doors. Some of these are alternate entrances/exits; others are inside the building.	Once per week.	Once per week.	Once per week.

Service	Description	City of Nederland Office Building	Homer Nagel Public Safety Complex	D. Bob Henson City Office Building
Mini-blinds	Dust. Care should be taken to prevent damage. All blinds must be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.	Once per month.	Once per month.	Once per month.
Telephones	Wipe clean and disinfect.	Twice per week.	Twice per week.	Twice per week.
Drinking fountains	Wipe clean, disinfect and polish.	Twice per week.	Twice per week.	Twice per week.
Furniture, counter tops, shelves	Damp wipe/polish (no feather dusting) desks, chairs, tables, counter tops, open shelves, cabinet doors, bookcases, banisters, display cases, exterior of vending machines, window ledges and other furniture. Spot clean upholstered furniture.	Twice per week.	Twice per week.	Twice per week.
Kitchen/coffee areas	Damp wipe tables, chairs, counter tops, sinks, fixtures and all appliance exteriors, including tops of refrigerators. Sanitize and polish sinks and fixtures. City employees are responsible for personal items, such as plates, cups and utensils.	Twice per week.	Twice per week.	Twice per week.

Trash pickup and removal	Empty waste receptacles and replace with new plastic liner. Maintain interior and exterior of waste receptacles in a clean and odor-free condition. Transport waste, including empty boxes, to outside cans/dumpster. All containers used for trash collection must be cleaned inside and outside. Trash removal also requires any and all dirt, grime and/or food/drink residue is removed from inner and outer surface of the receptacle.	Twice per week.	Twice per week.	Twice per week.
Restrooms	Clean with a germicidal detergent commodes, urinals, partitions, lavatories, bathtubs, shower areas, piping, etc.. Clean encrustation, stains, scale, deposits, and build-up inside and outside of commodes and urinals. Sanitize and polish fixtures, faucets, and counter tops. Polish mirrors. Clean dispensers. Restock to capacity toilet tissue, hand towels and soap dispensers. Wipe clean light fixtures mounted above sinks. Dust vents.	Twice per week.	Twice per week.	Twice per week.

Finishing touches	Restore all furniture, waste receptacles to original position. Secure offices and building upon exit. Leave janitorial closet clean and orderly. Report all maintenance problems to designated City staff member.	Twice per week.	Twice per week.	Twice per week.
Supplies	City will provide toilet tissue, hand towels, and liquid soap for soap dispensers. Contractor will furnish all equipment, supplies and chemicals, including garbage can liners.	Yes.	Yes.	Yes.