



City of Tomball

Gretchen Fagan
Mayor

Jan Belcher
City Manager

NOTICE TO BIDDERS

The City of Tomball, Texas shall accept bids to perform **Janitorial Services** within City-owned buildings.

Sealed bids shall be addressed to Theresa Witt, Purchasing Agent, City of Tomball, 501 James Street, Tomball, Texas 77375, and shall be labeled “**Project Number 2009-10 – Do Not Open.**” Bids will be accepted until 2:00 pm, Tuesday, September 8, 2009, at which time all bids shall be opened and read aloud.

Bid documents and specifications may be obtained from the office of the Purchasing Agent at 501 James Street, Tomball, Texas 77375 or from the city’s website at: www.ci.tomball.tx.us. Contact Ms. Witt at 281-290-1419 or Tommy Sullivan at 281-290-1411 for an appointment to inspect the facilities.

Upon consideration of the bids, the City of Tomball reserves the right to accept or to reject any or all bids, to waive any technicalities, and to make any investigation deemed necessary concerning the bidder’s ability to provide the services as covered by the specifications, and to accept what, in its judgment, is the most advantageous bid.

Jan Belcher
Jan Belcher, City Manager

CERTIFICATION

I certify that the above “Notice to Bidders” was posted on the bulletin board of City Hall, City of Tomball, Texas on the 20th day of August, 2009.

Doris Speer
Doris Speer, City Secretary

BID PROPOSAL

Janitorial Services for the City of Tomball

Scope of Work

The work to be performed under the contract shall consist of providing all supervision, labor, supplies, equipment, and performing all janitorial work required per the bid specifications.

The work to be performed shall be at the following City buildings:

City Hall	401 Market Street
Police Department	400 Fannin Street
Community Center	221 Market Street
Public Works Building (Administration)	501 James Street
Public Works Building (Service Center)	501 James Street (First Floor Only)
Harris County Tax Office	101 South Walnut Street

Qualifications

All bids submitted must include the following documentation. Bids that do not comply will be rejected.

Bidder must establish the firm's work experience and abilities by submitting a minimum of three verifiable janitorial clients within the Harris County area. References must be for clients with one year or more of successful facility service. References must include name, phone number, and address of clients.

Bidder shall be required to provide valid proof of not less than \$500,000 liability insurance and workers compensation insurance meeting statutory requirements.

Term of Contract

This contract shall extend for one year from the date services commence. This contract may be renewed for two additional one-year terms, at the sole discretion of the City.

General Provisions

1. It shall be each bidder's sole responsibility to inspect the site of the work and to inform himself regarding all conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted.
2. Contractor shall coordinate the use of the premises, for his storage and the operations of his workmen, with the City's authorized representative. The contractor must operate entirely within the space allowed to him.

It shall be understood that responsibility for protection and safekeeping of equipment and supplies on or near the site will be entirely that of the contractor and that no claim shall be placed upon the City property unless authorized by City's Representative.

3. Contractor shall comply with all applicable laws relating to Workmen's Compensation and shall carry insurance, at its own expense, with insurance companies acceptable to the City of the types and in the minimum amounts set for in Exhibit "A" of the contract document. Failure to maintain said insurance, approved as aforesaid, shall constitute sufficient grounds for immediate cancellation or suspension of Contractor by the City.
4. For a bid to be considered, the contractor must submit with his bid a statement of references and proof of insurance. The references will be reviewed by the City to determine if the contractor is qualified to perform the work. The City reserves the right to reject any and all bids and to waive any irregularities in bids. The City may accept any bid deemed advantageous.
5. Prices stated in bid letter include all compensation for full completion of all work items and include providing all labor, materials, tools, equipment, services, incidentals, and all necessary operations.

No costs in connection with work required by contract documents for proper and successful completion of contract will be paid outside of or in addition to prices submitted.

6. Performance will be reviewed 30 days after execution of contract. If service is deemed to be unsatisfactory, notice of termination will be issued according to Section 8 of the Janitorial Service Agreement.

BID LETTER FOR SERVICE CONTRACT

Proposals of _____, (hereinafter called "Bidder") a corporation, organization and existing under the laws of the State of _____, *a partnership or an individual doing business as _____, to the City of Tomball (hereinafter called "Owner").

The Bidder, in compliance with your invitation for bids to provide janitorial services, having examined the bid documents and the sites of the proposed work, and being familiar with all conditions surrounding the schedule and required services including the availability of materials and labor, hereby proposes to furnish all labor, cleaning supplies, and equipment to effectively carry out the required services in accordance with the Schedule of Services and Specifications and the Service Contract, within the time set forth therein, and at the price on attached Exhibit "A" per month. Price will cover all expenses incurred in performing the work required under the contract documents, of which this bid letter is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in writing, "Notice to Proceed," by the Owner.

The indicated price includes all labor, materials, equipment, cleaning supplies, overhead, profit, insurance, etc. to provide the service and work in accordance with the contract.

Bidder understands that the owner reserves the right to reject any or all bids, and to waive any informalities or technicalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute a Service Contract within 10 days, and furnish evidence of insurance naming the City as additional insured.

Respectfully submitted,

By _____

Address: _____

*SEAL – if bid is by corporation.

EXHIBIT "A"

JANITORIAL SERVICES FOR THE CITY OF TOMBALL AS SPECIFIED HEREIN:

Bidder has the option to bid on facilities individually or on all six (6) as a lump sum bid. Please note that the square footages in this bid proposal are approximate and not exact measurements.

	LOCATION	APPROX. SQ. FT.	LUMP SUM BID
1.	Tomball City Hall 401 Market Street	11,000	
2.	Tomball Public Works - Administration 501 James Street	15,000	
3.	Tomball Public Works - Service Center 501 James Street First Floor Only	2,475	
4.	Tomball Community Center 221 Market Street	7,000	
5.	Tomball Police Department 400 Fannin Street	8,000	
6.	Harris County Tax Office 101 South Walnut Street	2,300	
BID ON ALL SIX (6) FACILITIES		45,775	

The City reserves the right to award separate janitorial service contracts for the abovementioned buildings or one contract for all buildings combined. The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

Submitted by: _____

JANITORIAL SERVICE AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2009 by and between the City of Tomball, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR".

Witnesseth:

In consideration of the payment hereinafter referred to, CONTRACTOR agrees to perform janitorial services on the following described facility(ies) owned by CITY, according to the terms and conditions hereinafter set out, to-wit:

Tomball City Hall – 401 Market Street
Tomball Police Department – 400 Fannin Street
Tomball Public Works - Administration – 501 James Street
Tomball Public Works - Service Center – 501 James Street/**First Floor Only**
Tomball Community Center – 221 Market Street
Harris County Tax Office – 101 South Walnut Street

(1) Effective Time

This Agreement shall be effective at 7:00 a.m. on the ____ day of _____, 2009, and CONTRACTOR shall take over the janitorial service of the above facility(ies), as described below, at that time.

(2) Operations Defined

After this Agreement becomes effective, CONTRACTOR shall have full responsibility for janitorial services of the above facility(ies) and will perform all the cleaning duties in connection with said facility(ies). In this connection, CONTRACTOR shall have the duty of cleaning all offices, restrooms and all other areas associated with the air-conditioned portion of the facility(ies). CONTRACTOR shall be responsible for keeping all areas free of dust, dirt, trash, and restroom sanitation. CONTRACTOR will keep expendables (soap, towels, and toilet paper) replenished and perform all services normally associated with janitorial service. CONTRACTOR shall promptly notify CITY of the need of any repairs and supplies. All expense and all responsibility for making said repairs, replacement, or doing such reconditioning work as may be necessary shall be borne by CITY. CITY shall furnish all expendables. CONTRACTOR shall furnish all cleaning supplies and equipment.

CONTRACTOR represents that it has had an opportunity to examine, and has carefully examined, this Agreement and the facility(ies) and has fully acquainted itself with all conditions pertaining thereto; that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work required hereunder; and that anything in this Agreement or in any representations made or furnished by CITY notwithstanding, CONTRACTOR will complete the work required hereunder for the compensation set forth herein. In addition, CONTRACTOR represents that it has the authority to do business in the state of Texas and that it is fully qualified to

do said work in accordance herewith. CONTRACTOR must comply with all local, state, and federal regulations.

(3) Contractor – Independent

CONTRACTOR shall perform the work to be done hereunder as an independent contractor and shall not be deemed as agent or employee of CITY. CITY shall have no direction or control of the method or manner in which the work is performed by CONTRACTOR under the provisions of this contract, but shall be interested solely in determining that the facility(ies) is being properly cleaned and that performance is in compliance with the provisions hereof. To that end, CITY may inspect CONTRACTOR'S work at any time. If in the judgment of CITY, the work performed fails for comply with the provisions hereof, CONTRACTOR will be advised and will have five (5) working days to correct the deficiency.

(4) Term

The CONTRACTOR will commence the Services required by the contract documents within 15 calendar days after the date of the Notice to Proceed, and this Contract shall extend for one year from the date services are commenced. This Contract may be renewed for two additional one-year terms, at the sole discretion of the City.

(5) Consideration

For the above services, CITY agrees to pay CONTRACTOR the sum of \$_____per month.

(6) Claims – Indemnity

CONTRACTOR shall defend, protect, indemnify, and safe the CITY harmless from and against all claims, demands, and causes of action of every kind and character arising in favor of any person including the parties hereto, and their employees, on account of personal injuries or death or damage to property in any wise incident to or arising out of the work performed hereunder and resulting from the sole negligent act or omission of CONTRACTOR, ITS AGENTS OR EMPLOYEES.

(7) Insurance

CONTRACTOR shall comply with all applicable laws relating to Workmen's Compensation and shall carry insurance, at its own expense, with reasonable insurance companies acceptable to CITY of the types and in the minimum amounts set forth in Exhibit "A" attached hereto. Unless prohibited by law, all policies of insurance held or obtained by CONTRACTOR, whether required by the Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against CITY, their officers, directors, agents, employees, and invitees, for injuries, death, losses, and/or damages covered by such policies. CONTRACTOR shall have its insurance carriers deposit with CITY before starting any work under the Contract certificates of insurance showing all insurance coverage and providing for not less than (10) days prior written notice of cancellation, reductions, or other material change. Failure to maintain said insurance, approved as aforesaid, shall constitute sufficient grounds for immediate cancellation or suspension of this contract by the CITY.

(8) Force Majeure

Should either party hereto be prevented from complying with its obligations under this agreement by force majeure or other contingency which is beyond reasonable control of such party, then the obligations of such party, so far as they are affected by such force majeure, shall be suspended during the term thereof.

(9) Notice – Termination

This Agreement shall be terminated at the option of either party by giving the other party ten (10) days’ notice in writing to that effect. For the purpose of giving such notice, or any notice that may be necessary in the performance of this Agreement, the address of the CITY shall be City of Tomball, 401 Market Street, Tomball Texas 77375, and the address of CONTRACTOR shall be _____, until notice by either party to the other of a change of address.

(10) Contract Non-Assignable

This Agreement shall not be assignable, in whole or in part, by CONTRACTOR without the written consent of CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals as of the date and year first above written.

WITNESSES:

CITY OF TOMBALL

By: _____

WITNESSES:

CONTRACTOR

By: _____

EXHIBIT "A"

INSURANCE

At any and all times during the term of this Contract, CONTRACTOR agrees to carry insurance at its own expense with responsible insurance companies acceptable to CITY of the types and in the minimum amounts set forth below. Unless prohibited by law, all policies of insurance held or obtained by CONTRACTOR, whether required by this Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against CITY, their officers, directors, agents, employees, and invitees, for injuries, death, losses and/or damages covered by such policies. CONTRACTOR shall have its insurance carriers deposit with CITY before starting any work under this Contract certificates of insurance showing all insurance coverage and providing for not less than (10) days' prior written notice of cancellation, reduction, or other material change. CONTRACTOR will promptly, following the execution of this Contract, obtain from its insurers a Waiver of Subrogation against CITY, their officers, directors, agents, employees, and invitees.

- A. Workmen's Compensation – In accordance with the laws of the State of Texas.
 - 1. Employees Liability, subject to a limit of not less than \$500,000.
- B. Comprehensive Automobile Liability – With limits not less than \$100,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage.
- C. Comprehensive General Liability – Including Contractual and completed operations – products Liability and Independent Contractors Coverage with limits not less than \$500,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. Also, the City of Tomball should be named as an additional insured on all CONTRACTOR'S general liability policies.

SCHEDULE OF SERVICES AND SPECIFICATIONS

GENERAL CLEANING will be performed nightly, Monday thru Friday, five (5) days per week, at City Hall, the Community Center, and both Public Works Buildings except City holidays at times established by the City. GENERAL CLEANING will be performed nightly, Monday thru Sunday, seven (7) days per week at the Police Department with no holiday exceptions. GENERAL CLEANING will be performed nightly, Monday thru Friday, five (5) days per week, at the Harris County Tax Office except City & County holidays at times established by the City and/or County. SPECIFIC CLEANING will be performed according to the frequencies listed below. EXTRA CLEANING will be performed at the Community Center according to need and will be billed as additional.

The City shall provide toilet tissue, hand soap, and hand towels. Contractor shall provide all cleaning supplies, including trash can liners and equipment.

Janitorial Service Contractor will be required to furnish and maintain a logbook that will be used to keep an accurate and ongoing record of the cleaning program for all City buildings.

Cleaning and janitorial services to be furnished for the City shall include, but are not limited to the following:

A. DAILY GENERAL CLEANING

1. All carpeting will be vacuumed and spot cleaned.
2. All trash receptacles will be emptied and trash removed to designated areas.
3. Clean all furniture to include desks, tables, chairs, file cabinets, bookshelves, and telephones.
4. Drinking fountains will be cleaned and disinfected and all exposed metal shall be polished and kept free of foreign matter.
5. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
6. All glass doors and glass panels including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
7. Delivery areas will be policed to maintain a clean appearance.
8. Mats and runners will be thoroughly vacuumed and kept clean.
9. All non-carpeted common area floors will be maintained by any means necessary to achieve optimum cleanliness and appearance normally associated with a first-class facility.

10. All hard floor surfaces will be swept, damp mopped, and spray buffed as needed.

B. DAILY RESTROOM CLEANING

1. All restroom fixtures, including sinks, toilet bowls and urinals, will be scoured and disinfected and kept free of scale at all times. All toilet seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished.
2. Trash receptacles will be emptied, cleaned, disinfected, and lined.
3. Soap, towel, and tissue dispensers will be filled nightly.
4. Clean all mirrors.
5. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
6. Restroom floors will be cleaned by damp mopping and rinsing with a disinfecting solution. A specific mop is to be used for this area only and item is to be identified as such.

C. DAILY KITCHEN CLEANING

1. The sinks on all kitchen areas are to be cleaned and polished.
2. Trash receptacles will be emptied, cleaned, disinfected, and lined.
3. Kitchen counters and appliance handles are to be wiped down and sanitized.

D. MONTHLY GENERAL CLEANING

1. Windowsills and Venetian blinds will be dusted.
2. All air supply and return grills will be thoroughly cleaned and cobwebs removed from ceiling/corner areas.
3. All carpet to be detail vacuumed along baseboards, edges, furniture, under desks, etc.
4. Scrub and refinish all tile floors.
5. Wash down bathroom walls, partitions, including doors.

E. BI-MONTHLY CLEANING

1. Shampoo carpet using extraction method at the Police Department.

F. QUARTERLY CLEANING

1. Strip and wax entire hard surfaces at City Hall, both Public Works Buildings, Community Center, Police Department, & Harris County Tax Office.
2. Shampoo carpet using extraction method at City Hall, Public Works Building – Administration , & Harris County Tax Office.

G. SEMI-ANNUAL CLEANING (October & April)

1. Clean all windows – inside & outside – during regular business hours, Monday thru Friday.

SCHEDULE OF EXTRA SERVICE AND SPECIFICATIONS FOR
WEEKEND COVERAGE AT
THE TOMBALL COMMUNITY CENTER

When the City's Community Center has a schedule event during the weekend, it may become necessary to schedule additional services. This service will not be included in the regular monthly contract.

A notice of 2 weeks (14 days) will be provided to the janitorial service. A form indicating the date, day, and rooms to be used will be provided, enabling the janitorial company to plan for additional service following the event. The janitorial service will be advised via email (if provided) or by phone.

Weekend Community Center Cleaning to include all items under "A. DAILY GENERAL CLEANING" AND "B. RESTROOM CLEANING"

Please provide a quote for Saturday and/or Sunday cleaning that will be billed over and above the regular contract.

Saturday Only _____ (amount)

Sunday Only _____ (amount)

Saturday & Sunday _____ (amount)