



## INVITATION TO BID

### Janitorial Services for the City of Rosenberg Bid No. 2016-20

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's office of the City of Rosenberg, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, August 24, 2016**, and all bids will be opened and publicly read in the City Hall Council Chamber at approximately 2:00 p.m., on the same date for the award of a Contract for:

#### *Janitorial Services for the City of Rosenberg*

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "**BID NO. 2016-20, Janitorial Services for the City of Rosenberg**". The Bidder's firm name shall appear on the outside of the envelope. The Bidder Certification, Bidder Information, and the Client Reference sheets must accompany the Bid Proposal sheet. No proposal will be considered without the completed required documents. Submit the attached Conflict of Interest Questionnaire (CIQ) with proposal.

Pursuant to Texas Government Code 2252.908, the successful bidder must be able to provide the City of Rosenberg with a printed, executed, and notarized original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. The City's Identification Number under Item No. 3 on Form 1295 for Bid No. 2016-20 will be TXE2016-30.

Specifications may be obtained from the City Secretary's office between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, or between 8:00 a.m. and 5:00 p.m., Friday, or from the City of Rosenberg website, [www.rosenbergtx.gov](http://www.rosenbergtx.gov) (see RFP Opportunities). **A Mandatory Pre-Bid Meeting will be held on Wednesday, August 17, 2016, at 10:30 a.m., in the City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.**

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier's Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City reserves the right to reject any and all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest bid as determined by the City, or to the bidder who provides goods and services at the best value to the City.

Bids may be held by the City of Rosenberg for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior the contract award.

Linda Cernosek, TRMC, City Secretary



**INVITATION TO BID INSTRUCTIONS  
AND TERMS OF CONTRACT**

**Janitorial Services for the City of Rosenberg  
Bid No. 2016-20**

**The City of Rosenberg will receive sealed bids for:**

**Janitorial Services for the City of Rosenberg**

TO PROVIDE FOR: the annual Contract for Janitorial Services for the City of Rosenberg. City Council reserves the option to extend this Contract upon the same terms and conditions, including prices established hereunder, for two (2) additional one-year periods by notifying the bidder in writing of the extension at least thirty (30) days prior to the date the Contract would otherwise terminate. Unless otherwise specified, the initial one (1) year Contract term would commence on October 01, 2016.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

**“Bid No. 2016-20  
Janitorial Services for the City of Rosenberg”**

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary’s Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m., on **Wednesday, August 24, 2016**. Questions may be directed to Danyel Swint, Executive Assistant ([danyel.swint@rosenbergtx.gov](mailto:danyel.swint@rosenbergtx.gov)).

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg’s interpretation shall govern.

Pursuant to Texas Government Code 2252.908, the successful bidder must be able to provide the City of Rosenberg with a printed, executed, and notarized original of a completed Certificate of Interested Parties form (Form 1295) with the signed contract. Failure to do so will result in the City’s inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission’s website at <https://www.ethics.state.tx.us>. The City’s Identification Number under Item No. 3 on Form 1295 for Bid No. 2016-20 will be TXE2016-30.

FUNDING: Funds for payment have been provided through the City of Rosenberg budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or

other obligations that may arise past the end of the current City of Rosenberg fiscal year shall be subject to budget approval.

**LATE BIDS:** Bids received in the City Secretary's office after submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

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

**WITHDRAWAL OF BIDS:** Any bid may be withdrawn prior to the scheduled time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

**SALES TAX:** City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

**PRICING:** Bidders are instructed to bid the total unit price on the facility specified where indicated on Bid Proposal sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the Bid Proposal sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the Contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

**DELIVERY:** All delivery and freight charges (FOB City of Rosenberg designated location) are to be included in the bid price.

**BID AWARD:** If a Contract is awarded, it will be awarded to the lowest responsible bidder who meets or exceeds the terms, conditions and specifications of the bid. The City has the right to award a Contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to sixty (60) days following the date specified for the opening of bids. In awarding a Contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms or specifications contained in the invitation to bid or a qualifying bid.

In determining the lowest responsible bidder, the City may consider:

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

**REJECTION OF BIDS:** The City Council may choose to reject all bids and not award any Contract. If the City Council does not award a Contract within sixty (60) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

**PURCHASE ORDER:** City of Rosenberg shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid purchase order number.

REFERENCES: City of Rosenberg requests bidder to supply, with this Invitation to Bid (ITB), a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number, and contact name.

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage set forth in the City of Rosenberg **“Policy for Bidding Projects” - Exhibit “A” Section 2. Purchase Subject to Competitive Bidding Subsections (b-e).** **A valid certificate of insurance verifying each of the coverages required shall be submitted with the Invitation to Bid documents. The successful bidder shall submit a valid certificate of insurance with the City of Rosenberg named as an additional insured with respect to General Liability and Automobile Liability policies, prior to execution of the General Services Contract by the City.**

CONFLICT OF INTEREST: No public official shall have interest in this Contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Rosenberg. More than one (1) proposal on any one (1) contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

**FACILITY SECURITY:**

A. All employees who clean any City facilities must be approved by the City of Rosenberg. In an emergency situation (if the regular employee is sick or otherwise unavailable to clean the City’s facilities), a temporary employee may perform those duties; however, a supervisor must call the change in to the Human Resources office, and provide identification to the City before receiving a temporary badge. A list of possible alternate employees, with the appropriate signatures for background checks (see item C), should be provided to the City in advance, so the alternate employees may be security cleared with the City to allow for more efficient operations.

B. All employees who clean any City facilities must have a City identification badge. Only the awarded bidder’s employees, with City-issued badges, will be allowed in the City facilities. Employees may not bring friends or family members to work with them.

C. Prior to final approval, any employee must furnish a clean background check and/or grant permission for the City to conduct a background check. All background checks shall be at the expense of the Contractor.

D. All employees are prohibited from using any City computer, equipment, materials, documents, or supplies for any reason, and from disturbing, reading, moving, taking, or using any equipment, supplies, materials, documents, or work product of the City or a City employee in an employee’s desk, as well as from removing any items from an employee’s desk.

E. If any employee which has been approved to work in City facilities leaves the employment of the awarded bidder, the City must be notified immediately (within 12 hours), and the identification badge must be returned to the City as soon as possible.

**F. Any violations of these security requirements may result in the immediate contract termination.**

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rosenberg to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality, and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid (ITB) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg, Executive Assistant to the City Manager. Addenda will be e-mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda. The addenda will be posted on the City's web site under Public Notices.

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of good or service.

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

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

TERMINATION OF CONTRACT: The City of Rosenberg reserves the right to terminate the Contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this Contract;
4. Becomes insolvent and/or files for protection under applicable bankruptcy laws;
5. Violates any of the security provisions set forth in this document.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. Mail in Rosenberg, Texas, 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.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

INVOICES submitted for payment shall be addressed to City of Rosenberg, Accounts Payable and shall reference the City of Rosenberg approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the Contract have been fulfilled.

**QUALITY CONTROL:** Goods and services supplied under this Contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until thirty (30) days after satisfactory replacement has been made.

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

**SAMPLES:** When requested, samples shall be furnished to the City of Rosenberg at no charge.

**LAW GOVERNING AND VENUE:** The law of the State of Texas shall govern this Contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

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

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

**WARRANTY:** Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

## **TECHNICAL SPECIFICATIONS**

### **Janitorial Services for City of Rosenberg City Hall, City Hall Annex, Police Department, Animal Control, and Fire Administration (Civic Center to follow).**

The Contractor shall provide janitorial services as described in the scope of work below for the following City of Rosenberg facilities:

- City Hall – 2110 4<sup>th</sup> Street
- City Hall Annex – 2220 4<sup>th</sup> Street
- Police Department – 2120 4<sup>th</sup> Street
- Animal Control – 1207 Blume Road
- Fire Administration – 4336 Hwy 36 S

#### **A. SCOPE**

The services described in this Contract shall include, but not be limited to, daily cleaning and services for offices, lobbies, hallways, stairwells, restrooms, council chamber, lunch rooms, coffee bars, public areas, and conference and meeting rooms. Areas not included in this Contract will be mechanical rooms, storage rooms, sleeping quarters, and uninhabited sections of the buildings.

The Contractor will provide qualified, experienced labor and supervision along with the necessary equipment, tools, cleaning supplies, uniforms, insurance and each and every item of expense except as

specified herein to accomplish janitorial services as required by the City of Rosenberg. The City of Rosenberg will provide paper products (paper towels, toilet paper, etc.) and plastic trash bags for all facilities.

City Hall and City Hall Annex: Services are to begin no earlier than 5:30 p.m., and finish no later than 7:00 a.m., (Monday thru Friday) at the City Hall facility and Annex Building. Please note that City Council meetings are held at City Hall on Tuesday evenings and evening meetings are sometimes scheduled on other nights.

Police Department: Services **must** begin at the Police Department at 4:00 p.m., and finish no later than 7:00 a.m.

Fire Administration: Services **must** begin at Fire Administration by 5:00 p.m., and finish no later than 7:00 a.m. The Fire Department requests services begin with the kitchen and bathroom areas and finish up with the office spaces in order to accommodate overnight firefighter shifts. The Fire Department will furnish all preferred cleaning supplies in addition to paper products.

Animal Control: Services are to begin no earlier than 5:00 p.m., and finish no later than 7:00 a.m., (Monday, Wednesday, and Friday) at the Animal Control facility.

Civic Center: Technical Specifications for the Rosenberg Civic Center differ from those indicated below and are included after the Annual Cleaning requirements.

**B. CLEANING TASKS AND SCHEDULE - CITY HALL, CITY HALL ANNEX, POLICE DEPARTMENT, ANIMAL CONTROL, AND FIRE ADMINISTRATION FACILITIES**

**a. Daily Cleaning**

1. Sweep front entrance
2. Vacuum or sweep all doormats
3. Clean entrance glass doors and all partition glass
4. Damp wipe door bars, kick plates, and door hardware
5. Empty and clean all ashtrays
6. Clean and sanitize drinking fountains
7. Vacuum all carpeting
8. Spot clean all carpet stains
9. Spot clean all upholstered furniture
10. Sweep, damp mop, and disinfect all non-carpeted floors
11. All trash cans will be emptied and trash will be removed to the dumpster
12. Dust all horizontal surfaces (chairs, desktops, tables, pictures)

**b. Daily Restrooms**

1. Restock toilet paper
2. Refill paper towels
3. Refill soap dispensers
4. Refill air freshener dispenser
5. Empty all trash cans
6. Clean and polish all mirrors
7. Clean and sanitize all toilets, urinals (to be cleaned inside and out)
8. Polish metal work
9. Clean and sanitize all basins
10. Disinfect walls and counter tops
11. Remove water marks from walls and around basins
12. Sweep floors
13. Mop floors using a disinfectant and a dedicated mop head, not to be used in other common areas

14. Scrub and sanitize stall doors, walls, and partitions
- c. **Daily Kitchens**
  1. Disinfect counter tops and table tops, wiped clean and stain free
  2. Dust and wipe clean microwaves (inside and out) and coffee maker
  3. Sanitize and polish sinks
  4. Sweep and mop hard surface floors
- d. **Weekly Cleaning**
  1. Dust all horizontal surfaces (desks, file cabinets, tables, furniture, Council Chamber dais)
  2. Dust ledges, picture frames, file cabinets, partitions, doors, and door frames
  3. Vacuum all carpeting (moving all furniture) taking care of all corners, baseboards and under furniture
  4. Vacuum all fabric seats in Council Chamber at City Hall
  5. Clean inside and outside of trashcans
  6. Dust mini blinds and window sills
  7. Dust all plants
  8. Sanitize all desk tops (if free of clutter)
  9. Sanitize all telephones
- e. **Monthly Cleaning**
  1. Buff all hard surface floors as needed
  2. High dusting all areas 72" or taller
  3. Vacuum all upholstered furniture
  4. Spot clean all fabric lined chairs
  5. Buff floor in lunch/break room
  6. Dust light fixtures
  7. Dust all A/C return vents and corners for cob webs
  8. Dust top of refrigerator
  9. Clean all interior glass and partitions
  10. Change urinal deodorizer mats
- f. **Semi-Annual Cleaning**
  1. Shampoo and steam clean carpet in hallways and offices
  2. Machine scrub restroom floors
  3. Scrub, rinse and recoat hard surface floors
- g. **Annual Cleaning**
  1. Strip and re-wax hard surface floors
  2. Shampoo and steam clean carpet in Council Chamber at City Hall

The bidder awarded the Contract will submit a cleaning schedule for monthly, quarterly, semi-annual and annual tasks prior to October 1, 2016.

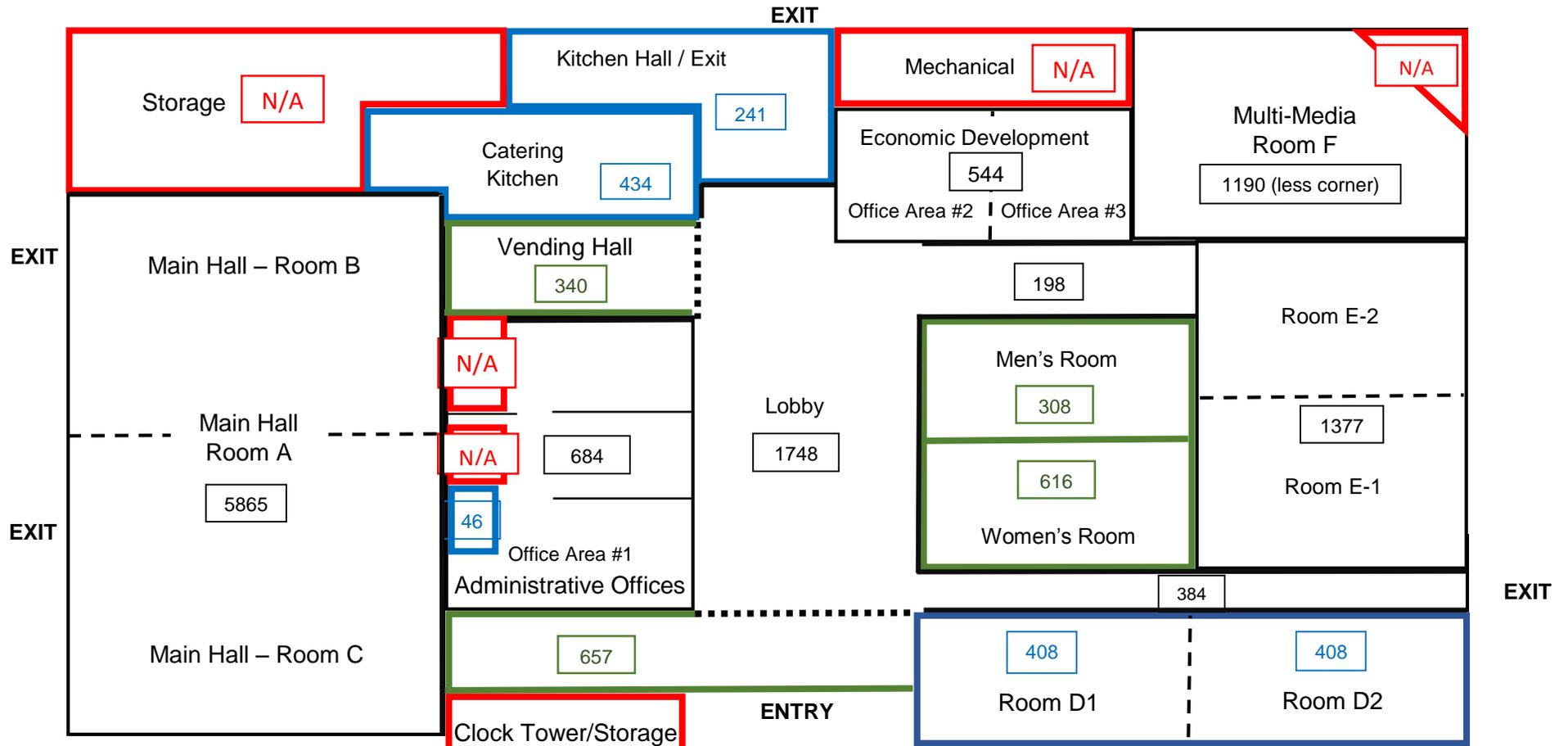
**(Technical specifications for the Rosenberg Civic Center, 3825 Hwy 36 South, to follow.)**

# **TECHNICAL SPECIFICATIONS**

**Janitorial Services for Rosenberg Civic Center, 3825 State Highway 36 South**

# Rosenberg Civic Center

3825 Highway 36 South – Rosenberg, TX 77471



AREA NOT CLEANED

CARPET (total)  
Approx. 12,000 ft. sq.

**TOTAL APPROX. BUILDING SQUARE FOOTAGE  
FOR CLEANING CONTRACT: 15,500**

CERAMIC TILE (total)  
Approx. 1900 ft. sq.

Vinyl/Linoleum Tile (total) Approx.  
1500 ft. sq.

TECHNICAL SPECIFICATIONS  
 Janitorial Services For Rosenberg Civic Center  
 3825 Highway 36 South Rosenberg, Texas 77471  
Scope of Work

The services described in this contract shall include but not be limited to the following areas of the Rosenberg Civic Center (3825 Highway 36 South): Lobby, Office Areas (#1, #2 & #3) Meeting Rooms A, B, C, D1, D2, E1, E2, Multimedia room, catering kitchen, restrooms, service hallways, and front and rear entrances. A building layout with the type and approximate square footage of each flooring type is included with these technical specifications for reference. Areas not included in this contract include the mechanical room, electrical room, computer room and storage room. The contractor will provide qualified, experienced labor and supervision, along with all the necessary tools, uniforms, insurance and each and every item of expense except as specified herein to accomplish the services outlined below as required by the Rosenberg Civic Center.

Daily services must be accomplished during the following hours: Sunday - 8:00 p.m. to 6 a.m. Monday; Monday-Thursday - 11:00 p.m. to 6:00 a.m. the following day; Friday-Saturday - 3:00 a.m. to 7:00 a.m. the following day

Tasks	Lobby	Public Hallways	Offices (Areas #1, #2 & #3)	Office Area #1 RR	Public RRs	Main Hall A (B & C)	B (1/2 Main Hall & Kitchen)	C (1/2 Main Hall) or E & No Kitchen	E (E1&E2)	MultiMedia (F)	D (D1&D2)	Kitchen	Service Hallways
<b>Daily</b>													
Hard surface floors swept and mopped leaving clean of dust, dirt and grime	X	N/A	N/A	X	X	N/A	-	-	N/A	N/A			
Check and empty all public waste receptacles and dispose of in designated location	X	X	X	X	X		-	-					
Clean bright metal surfaces (faucets, trim rings, flush handles, etc.)				X	X		-	-					
Clean and disinfect urinals, commodes and basins				X	X		-	-					
Clean mirrors				X	X		-	-					
Disinfect countertops, wipe clean and remove stains				X	X		-	-					
Clean floors with germicidal solution				X	X		-	-					
Vacuum carpet	X	X					-	-					
Clean all glass surfaces with glass cleaner and wipe clean smudges, fingerprints, etc. (main doors, office window glass, display case)	X	X	X				-	-					
<b>As Needed (check daily)</b>													
Hard surface floors swept and mopped leaving clean of dust, dirt and grime		N/A	N/A			N/A	-	-	N/A	N/A	X	X	X
Spot clean carpet as necessary	X	X	X	N/A	N/A	X	-	-	X	X	N/A	N/A	N/A
Vacuum carpet			X	N/A	N/A	X	-	-	X	X	N/A	N/A	N/A
Clean counters and basins in Room E							-	-	X				
Partitions and tile walls in bathroom spot cleaned/disinfected					X		-	-					
Dust chair and other exposed furniture legs			X				-	-					
Feather dust office equipment, picture frames, dust ledges, file cabinets, partitions, doors and door frames			X				-	-					
Feather dust all horizontal surfaces of desks, tables, file cabinets and other furniture (don't move or remove top items)	X	X	X				-	-					
Kitchen floors, counters, sinks and refrigerator; sweep and mop; disinfect surfaces, fill soap dispenser							-	-				X	
<b>Weekly</b>													
Hard surface floors swept and mopped leaving clean of dust, dirt and grime		N/A	N/A			N/A	-	-	N/A	N/A	X	X	X
Wipe clean all surfaces and disinfect telephones	X	X	X				-	-					
Vacuum carpet			X	N/A	N/A	X	-	-	X	X	N/A	N/A	N/A
Sanitize and polish water fountains (4)	X	X					-	-					
Keep hall and lobby walls dusted and free of marks and dirt	X	X	X				-	-					
Clean counters and basins in Room E							-	-	X				
Dust all doors	X	X	X	X	X	X	-	-	X	X	X	X	X
Remove debris from chair rails and dust	X	X	X	X	X	X	-	-	X	X	X	X	X
Feather dust all horizontal surfaces of desks, tables, file cabinets and other furniture (don't move or remove top items)	X	X	X				-	-					
Dust chair and other exposed furniture legs			X				-	-					
Feather dust office equipment, picture frames, dust ledges, file cabinets, partitions, doors and door frames			X				-	-					
Dust all window blinds and window sills			X			X	-	-	X	X	X		
Kitchen floors, counters, sinks and refrigerator; sweep and mop; disinfect surfaces, fill soap dispenser							-	-				X	
<b>As Needed (check weekly)</b>													
Fittings and supply lines cleaned (under counters, behind toilets, etc.)				X	X		-	-			X		

TECHNICAL SPECIFICATIONS  
 Janitorial Services For Rosenberg Civic Center  
 3825 Highway 36 South Rosenberg, Texas 77471  
Scope of Work

The services described in this contract shall include but not be limited to the following areas of the Rosenberg Civic Center (3825 Highway 36 South): Lobby, Office Areas (#1, #2 & #3) Meeting Rooms A, B, C, D1, D2, E1, E2, Multimedia room, catering kitchen, restrooms, service hallways, and front and rear entrances. A building layout with the type and approximate square footage of each flooring type is included with these technical specifications for reference. Areas not included in this contract include the mechanical room, electrical room, computer room and storage room. The contractor will provide qualified, experienced labor and supervision, along with all the necessary tools, uniforms, insurance and each and every item of expense except as specified herein to accomplish the services outlined below as required by the Rosenberg Civic Center.

Daily services must be accomplished during the following hours: Sunday - 8:00 p.m. to 6 a.m. Monday; Monday-Thursday - 11:00 p.m. to 6:00 a.m. the following day; Friday-Saturday - 3:00 a.m. to 7:00 a.m. the following day

Tasks	Lobby	Public Hallways	Offices (Areas #1, #2 & #3)	Office Area #1 RR	Public RRs	Main Hall A (B & C)	B (1/2 Main Hall & Kitchen)	C (1/2 Main Hall) or E & No Kitchen	E (E1&E2)	MultiMedia (F)	D (D1&D2)	Kitchen	Service Hallways
<b>Monthly</b>													
Clean/disinfect partitions and tile walls in bathroom					X		-	-					
Vacuum all fabric seats and wipe down with a damp cloth to remove residue from cushions and base			X				-	-		X			
<b>Quarterly</b>													
Fittings and supply lines cleaned (under counters, behind toilets, etc.)				X	X		-	-				X	
Strip and re-wax vinyl flooring surfaces, wiping baseboards clean of wax residue				X	X		-	-			X	X	X
Dust all air vents	X	X	X	X	X	X	-	-	X	X	X	X	X
Dust all overhead lights (including in lobby and main hall)	X	X	X	X	X	X	-	-	X	X	X	X	X
Clean all interior windows	X	X				X	-	-	X	X	X		
Clean/dust all walls from floor to ceiling	X	X	X	X	X	X	-	-	X	X	X	X	X
<b>Yearly</b>													
Deep clean carpet in Main Hall (A, B, C), Lobby, Hallways & Offices to include stain removal and protectant (1X)	X	X	X			X	-	-					
<b>Alternate Bids</b>													
Deep clean carpet in Main Hall (A, B, C), Lobby, Hallways & Offices to include stain removal and protectant (1X)	X	X	X	N/A	N/A	X	-	-			N/A	N/A	N/A
Deep clean carpet in E, MM, & B to include stain removal and protectant (1X)				N/A	N/A		-	-	X	X	N/A	N/A	N/A

**General Comments/Requirements**

*Contractor will use only cleaning products supplied by Civic Center & will make staff available for onsite training for usage requirements. All equipment must be supplied by contractor.*

*Contractor will unlock Highway 36 gates upon arrival and relock upon exiting facility. If any oddities are noted (gate unlocked, alarm not armed, etc.) contractor will notify Rosenberg Police Dispatch immediately at (832) 595-3700.*

*Contractor will secure all facility exit doors to assure they are locked and will arm alarm before exiting the facility grounds. If there are any problems /concerns with this, they will contact Rosenberg Police Dispatch at the above phone number.*

*Contractor will assume full financial responsibility for damages incurred to facility due to contractor's negligence.*

*Contractor will direct all questions relating to the Civic Center job specifications to the Manager at (832)595-3520.*

*Upon award of contract, contractor will meet with Civic Center Manager to determine a best means of communications with the daily cleaning crew and supervisors so that we may ensure all tasks are being completed adequately and timely and so that staff make special notes for the crews and/or vice versa.*

*Civic Center staff will provide a daily schedule of events to contractor supervisor weekly for the crews so that they know which rooms were utilized & need to be cleaned thoroughly. All other rooms should be checked nightly for spot cleaning.*

## BID PROPOSAL

### City of Rosenberg Janitorial Services BID NO. 2016-20

Proposals must be submitted in triplicate. Completed bid proposals will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **2:00 p.m., on Wednesday, August 24, 2016.**

The Contractor may submit in person or by mail for consideration. The Bidder Certification, Bidder Information, and the Client Reference sheets must accompany this Bid Proposal sheet. No proposal will be considered without the completed required documents. Submit the attached Conflict of Interest Questionnaire (CIQ) with proposal.

LOCATION	APPROX. SQ/FT	Year 1
1. Rosenberg City Hall 2110 4th Street	16,710	\$
2. Rosenberg Civic Center 3825 Hwy 36 South	15,500	\$
3. Rosenberg Police Department 2120 4th Street	15,000	\$
4. Rosenberg City Hall Annex 2220 4th Street	3,840	\$
5. Rosenberg Animal Control 1207 Blume Road	1,813	\$
6. Rosenberg Fire Administration 4336 Hwy 36 S	4,850	\$
<b>LUMP SUM TOTALS</b>	<b>57,713</b>	<b>\$</b>

<b>Alternate and Special Service Bid Totals</b>	
<b>Alternate Bid Item #1:</b> Cleaning of all interior and exterior glass windows and doors at City Hall, Police Department, Fire Administration and Civic Center. (The Annex Building only has two windows and is not included.) (1x)	\$
<b>Alternate Bid Item #2:</b> Civic Center - Deep clean carpet in Main Hall (A,B,C), lobby, hallways and offices, to include stain removal and protectant. (1x)	\$
<b>Alternate Bid Item #3:</b> Civic Center - Deep clean carpet in rooms E, MM and B, to include stain removal and protectant. (1x)	\$

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.

It is understood and agreed that this price bid includes the furnishings of all superintendence, material, labor, tools and equipment necessary for the execution of the work bid upon, complete in every detail, in accordance with Specifications. The Material Data Safety Sheets for all chemicals used to clean City facilities must be posted in the cleaning supply area in each building. The chemicals used should be appropriate for the type of work performed (dusting spray for dusting; disinfectant for restrooms, kitchenettes, sinks; etc).

It is further agreed that the quantities of materials or services to be furnished at unit prices may be increased or diminished as may be considered necessary, in the opinion of the City at its sole discretion, to complete the project fully as planned and contemplated, and that all quantities of materials or services, whether increased or decreased, are to be supplied at the unit price amounts set forth above. It is understood and agreed that the work is to be completed in full within the time requirements as specifically provided in the Technical Specifications of this bid.

**ACCEPTANCE OF BID PROPOSAL:**

It is understood by the undersigned that the right is reserved by the City to reject any or all bid proposals for this service.

DATE: \_\_\_\_\_

BIDDER:  
\_\_\_\_\_  
Company's Name

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

BY:  
\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name

NAME:  
\_\_\_\_\_

\_\_\_\_\_  
Street Address

TITLE:  
\_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Area Code and Phone Number

**BIDDER CERTIFICATION**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder 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 City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

AGENT’S NAME: \_\_\_\_\_

AGENT’S TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE OF BID: \_\_\_\_\_

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

AFTER HOURS SUPERVISOR NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED?: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

CORPORATION: \_\_\_ PARTNERSHIP: \_\_\_ PROPRIETORSHIP: \_\_\_ L.L.C. \_\_\_ L.L.P. \_\_\_

YEAR EST. \_\_\_ NO. OF YEARS IN BUSINESS \_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

PRINCIPALS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

**OFFICIAL BIDDER'S BOND**

**THE STATE OF TEXAS** }  
 } **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF FORT BEND** }

**THAT** we, \_\_\_\_\_ as Principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Rosenberg, Texas, as municipal corporation, in the sum of \_\_\_\_\_ (an equal to 5% of the greatest amount bid by the bidder to do the work).

The condition of this obligation is as follows:

**WHEREAS**, the Principal has submitted on or about this date a bid proposal offering to perform the following:

**Janitorial Services for the City of Rosenberg**

In accordance with the plans, specifications and terms and conditions related thereto to which reference is hereby made.

**NOW, THEREFORE**, if the said Principal's offer as stated in the Bid Proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms prepared by the City, for the work described herein and also executes and returns the same number of the Performance, Payment and Maintenance Bonds, if required, on the forms prepared by the City, in connection with the work described herein, within the time provided in the specifications (such bonds to be executed by a Surety Company authorized to do business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) then this obligation is null and void, otherwise it is to remain in full force and effect.

In the event that the Principal is unable to or fails to perform the obligations undertaken herein, the undersigned Principal and Surety shall be liable to the City of Rosenberg for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Principal to perform such obligations, the actual amount of such damages being difficult to ascertain.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

REVIEWED:

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST/WITNESS:** (SEAL)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST/WITNESS: (SEAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

THE FOREGOING BOND IS APPROVED AND  
ACCEPTED ON BEHALF OF THE CITY OF  
ROSENBERG:

\_\_\_\_\_  
John Maresh, Interim City Manager

**EXHIBIT A**

**POLICY FOR BIDDING PROJECTS**

**Price Quotations and Purchase Awards**

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
  - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a) For one-time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

**Procurement of Professional Services**

Procurement of Professional Services shall remain the same with the following exception\*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

\* The only change is to increase the bidding limit from \$25,000 to \$50,000.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



# GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

## I. Summary of Contract Terms

Contractor:  
Description of Services: **Janitorial Services for City of Rosenberg**  
Maximum Contract Amount:  
Length of Contract: **One (1) year, with option to renew for two (2) one (1) year periods**  
Effective Date: **October 01, 2016**  
Expiration Date: **September 30, 2017**

## II. Standard Contractual Provisions

### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

### C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

**III. Special Terms or Conditions.**

**IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
  - 1. Insurance Certificate
  
- B. City's Additional Contract Documents:
  - 1. Technical Specifications and Bid Documents
  - 2. Policy for Bidding Projects

**V. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF ROSENBERG:**

**CONTRACTOR:**

\_\_\_\_\_  
John Maresh  
Interim City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: City Secretary

\_\_\_\_\_

## **POLICY FOR BIDDING PROJECTS**

### **Price Quotations and Purchase Awards**

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
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  - b) No bidders' bond or cashiers' check will be required as bid security.
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  - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

### **Procurement of Professional Services**

Procurement of Professional Services shall remain the same with the following exception:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

SAMPLE