



**BEST VALUE BID  
ANNUAL CONTRACT FOR CUSTODIAL SERVICES**

**BID #1103  
CITY OF CORINTH, TEXAS**

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**IMPORTANT DATES:**

ITB Issue Date:	Tuesday, August 2, 2016
ITB Publication Dates:	August 2, 2016 & August 9, 2016
Pre-Bid Conference & Site Visit:	Wednesday, August 10, 2016 @ 9:00 AM CST
Questions Deadline:	Thursday, August 11, 2016 @ 2:00 PM CST
Bid Due Date and Time:	Wednesday, August 17, 2016 @ 10:00 AM CST
Anticipated Contract Effective Date:	October 1, 2016

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Sealed bids for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original bid, one (1) complete copy of bid, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

**Delivery & Mailing Address:**

City of Corinth  
Attn: Purchasing Agent  
3300 Corinth Parkway, 2<sup>nd</sup> Floor  
Corinth, Texas 76208

**Bid Contact:**

Cindy Troyer  
Purchasing Agent  
[purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com)  
(940) 498-3244

Sealed bids shall be clearly marked “**BID #1103-Annual Contract for Custodial Services**”, **Do not open until 10:00 AM August 17, 2016**”, and include the respondent’s name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

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**Requests for additional information should be made no later than the questions deadline above and shall be directed to the Purchasing Agent at [purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com). All requests must be made in writing. Oral explanations will not be binding.**

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City’s website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. No telephone, facsimile or electronic bids will be accepted. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

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**1. INTRODUCTION**

The City of Corinth (City) is requesting bids for an annual contract for custodial services for various City facilities described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. The contract will be awarded to the bidder providing the best value to the City as determined by the evaluation criteria as stated herein.

The successful bidder(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by the City. At the City's option and approval by the Contractor, the contract may be renewed for four (4) additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor(s) shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

**A pre-bid meeting and mandatory site visit will be held on Wednesday, August 10, 2016 at 9:00 AM at Corinth City Hall Council Chambers, 3300 Corinth Parkway, Corinth, TX 76208.**

**2. SPECIFICATIONS/SCOPE OF SERVICES**

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

**A. Contractor Responsibilities**

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements.
2. Maintain proper and verifiable licenses and certifications.
3. Adhere to all Federal, State and Local laws and regulations at all times.
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission.
5. Perform and retain background checks on each of the employees working at City facilities and provide them for verification to the City Representative at any time. As the Contractor's custodians and supervisors are replaced throughout the term of the contract, the Contractor must provide clearance documentation to the contract administrator. The new staff members will not be authorized to work on City premises until the contract administrator grants approval. Additionally, all staff assigned to Police Station must receive an additional TLETS background check performed by the Corinth Police Department.
6. Employ all staff directly:
  - a. No day-laborers or sub-contractors are permitted.
  - b. No family members or friends of staff not employed by the Contractor are allowed in City facilities.
  - c. No one under the age of eighteen (18) may accompany staff at any time while performing duties.
7. Ensure that all staff:
  - a. Wear their City-issued badges at all times.
  - b. Do not share access, loan keys or cards, or share key codes with others.
  - c. Do not copy or attempt to copy any keys or key cards.
  - d. Do not access or attempt to access any areas listed in Section B.6 (below) as "Off-Limits Areas".

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8. Provide the City Representative contact information (email address and phone number) for regular communication, such as special in-advance requests, areas needing focus, etc.
9. Provide the City Representative an after-hours on-call phone number for emergency use only
10. Reimburse the City for any lost keys or key cards. In the case of a lost master key, Contractor shall reimburse the City the costs associated with rekeying the affected building.

**B. Specifications/Scope of Services**

**1. Daily Services**

- a. Remove all trash and replace liners.
- b. Empty all recycling bins (small blue bins and large green bins).
- c. Refill all paper towels, toilet paper, and soap dispensers as needed.
- d. Clean and disinfect all toilets, sinks, and countertops.
- e. Clean mirrors and leave them streak-free.
- f. Feather dust and wipe with a cloth all furniture and equipment.
- g. Any utility room or service closet where the cleaning materials, supplies, and cleaning equipment is stored must be kept in a clean and orderly condition, in full compliance with the Owner's requirements.
- h. Secure all interior and exterior doors and turn off lights where applicable.

**2. Weekly Services - to be completed Tuesday by 8:00 AM**

- a. Vacuum all carpets (door mats can be excluded).
- b. Sweep and mop all tile and vinyl floors.
- c. Wipe clean all entry and exit glass doors, inside glass doors, and interior windows.
- d. Surface clean all appliances in kitchen and break room areas, and wipe down and disinfect drinking fountains.
- e. Spot clean any soil and finger marks from walls, light switches, doors, doorframes, tables, kitchen counters, file cabinets, and windowsills.

**3. Alternate Semi-Annual Services**

- a. This is an optional service that the City may request twice a year.
- b. Should the City choose to use these optional services, the City representative will notify Contractor within thirty (30) days of the expected due date.
- c. Services:
  - i. Strip and wax all hard flooring (ceramic tile can be excluded).
  - ii. Buff and polish all ceramic tile flooring.
  - iii. Deep clean all carpets using dry extraction technique.

**4. Special or Emergency Cleaning Services**

When directed by the designated City Representative by written order or by phone call, the Contractor shall clean any area required for a special occasion or made necessary by an emergency or mishap. The Contractor shall furnish all labor and supervision if required to fulfill the order. Hourly rates will be paid based on the hourly rate per facility as shown on Bid Proposal Form.

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**5. Addition/Deletion of Services**

The City reserves the right to add facilities to the contract as required. The Contractor shall be notified in writing of any addition. The City will provide the required specifications to the Contractor to provide a written estimate for the additional services to be performed.

The City reserves the right to delete services for areas or facilities from the contract. The City will provide ten (10) days written notice to the contractor. Those services shall be deducted from the monthly cleaning total. If a portion of a building is deleted, the amount to be deducted from the contract will be based on a percentage of square feet deleted in comparison to the total building area.

**6. Reasons for Termination**

At the City's discretion, evidence of any of the following violations is grounds for the immediate termination of the contract with no penalty to the City:

- a. Duplicating or attempting to duplicate of any keycard or keys.
- b. Losing any keys.
- c. Accessing or attempting to access any off-limits areas or other areas not specifically requested by the City for cleaning.
- d. Utilizing any staff not currently employed by the Contractor.
- e. Utilizing subcontracted or day labor staff.
- f. Utilizing any staff under the age of eighteen (18).
- g. Having any person not employed by the Contractor present while Contractor staff is cleaning after hours or in employee-only areas.
- h. Having any staff working at the City's facilities before a background check has been cleared and permission granted by the Contract administrator.

**7. Facility Listing**

- a) Current Facilities

**CITY HALL - 3300 Corinth Parkway, Corinth, TX 76208**

**Approximate Square Footage:** 32,000

**Service Frequency:** 5 days per week (Monday through Friday) after business hours. Cleaning on weekends is acceptable.

**Regular Business Hours:** Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

**Additional Business Hours:** First and Third Thursday of every month from 5:30 PM to 10:00 PM are City Council Meetings. **No cleaning is to be done during this time.**

**Service to Include:** Daily, Weekly, Monthly as specified (Optional semi-annual service if requested)

**Additional Services for This Facility:** None

**Access:** ID Cards will allow entrance into the building after business hours. A master key can be checked out from a key box. This key must be returned to the key box nightly.

**Off-Limits Areas:** Vault (first floor), Technology Services secured area, Server Room, Wiring Closet (second floor).

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**POLICE STATION - 2003 S. Corinth Parkway (S. Corinth Street), Corinth, TX 76210**

**Approximate Square Footage:** 6,000 (4,000 for main facility, 2,000 for detached gym)

**Service Frequency:** 3 days per week (Monday, Wednesday, and Friday) during business hours.  
**Cleaning on weekends is not acceptable.**

**Regular Business Hours:** Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

**Additional Business Hours:** Every Wednesday from 7:00 AM to 9:00 AM is the Chamber of Commerce meeting. **No cleaning of the public section of the building is to be done during this time.**

**Service to Include:** Daily, Weekly, Monthly service as specified

**Additional Services for This Facility:** Wipe down exercise equipment (Daily), mop shower floors (Daily), clean shower walls, spigots, handles, etc. (weekly)

**Access:** Because of the secure nature of the building, no keys or cards will be issued. Corinth Police staff will open any doors to areas needing cleaning.

**Off-Limits Areas:** Evidence Rooms, Record Room, Server Room

**Additional Notes:** An additional TLETS background check (to be conducted by the Corinth Police Department) must be conducted on the staff assigned to the Police Station **before the staff is allowed to work in the building**. As the Contractor's custodians and supervisors are replaced throughout the term of the contract, the Contractor must provide clearance documentation to the contract administrator. The new staff members will not be authorized to work on City premises until the contract administrator grants approval.

**FIRE HEADQUARTERS - 3101 S. Garrison Road, Corinth, TX 76210**

**Approximate Square Footage:** 3,500

**Service Frequency:** 2 days per week (Tuesday and Thursday) after business hours. Cleaning on weekends is acceptable.

**Regular Business Hours:** Monday through Friday – 8:00 AM to 5:00 PM

**Additional Business Hours:** None

**Service to Include:** Daily, Weekly, Monthly service as specified

**Additional Services for This Facility:** None

**Access:** A building master key will be issued to the Contractor.

**Off-Limits Areas:** None

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**PUBLIC WORKS - 1200 North Corinth Street, Corinth, TX 76208**

**Approximate Square Footage:** 5,000

**Service Frequency:** 5 days per week (Monday through Friday) after business hours. Cleaning on weekends is acceptable.

**Regular Business Hours:** Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

**Additional Business Hours:** None

**Service to Include:** Daily, Weekly, Monthly service as specified

**Additional Services for This Facility:** Mop shower floors (Daily), clean shower walls, spigots, handles, etc. (weekly)

**Access:** A building master key and gate code will be issued to the Contractor.

**Off-Limits Areas:** None

**SPORTS COMPLEX - 3700 Corinth Parkway, Corinth, TX 76208**

**Approximate Square Footage:** 2,000

**Service Frequency:** 5 days per week (Monday through Friday) after business hours. Cleaning on weekends is acceptable, provided it is after business hours. **Cleaning should only be done from March to November.** The facilities will be unused December through February, and will not need to be cleaned.

**Regular Business Hours:** Monday through Friday – 5:00 PM to 10:30 PM; Saturday and Sunday – 6:00 AM through 10:30 PM

**Additional Business Hours:** None

**Service to Include:** Daily, Weekly, Monthly as specified

**Additional Services for This Facility:** Sweep and mop all restrooms and hallways between restrooms (Daily).

**Access:** A building master key will be issued to the Contractor.

**Off-Limits Areas:** None

**Additional Notes:** If Contractor is driving up to the facilities, all vehicles must be on the cement drive at all times; no vehicles are allowed on the grass.

**WOODS BUILDING - 1128 Postwood Drive, Corinth, TX 76208**

**Approximate Square Footage:** 1,000

**Service Frequency:** 1 day per month (first Thursday of the month) after business hours (building is utilized during the evenings). Cleaning on weekends is acceptable.

**Regular Business Hours:** Monday through Friday – 5:00 PM to 10:30 PM; Saturday and Sunday – 6:00 AM through 10:30 PM

**Additional Business Hours:** None

**Service to Include:** Monthly service as specified

**Additional Services for This Facility:** None

**Access:** A building master key will be issued to the Contractor.

**Off-Limits Areas:** None

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b) Future Facilities

Future City facilities may be added to the contract as construction of new facilities is completed. Before any locations are added to the contract, the Contractor will be required to submit associated costs for each location to the City for approval/acceptance. The following facility is scheduled for completion during the term of the contract:

**PUBLIC SAFETY FACILITY - 3501 FM 2181 (Swisher Road), Corinth, TX 76210**

**Approximate Square Footage:** 33,000

**Additional Notes:** The facility is expected to be occupied starting in August 2017. Once occupied, this facility will replace the Police Station and Fire Headquarters.

**8. Holiday Closings**

City facilities will be closed in observance of the following holidays. No cleaning will be required on these days.

- a. New Year's Day (January 1)
- b. Martin Luther King, Jr. Day (third Monday in January)
- c. Good Friday (Friday before Easter)
- d. Memorial Day (last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Thanksgiving Day (fourth Thursday in November)
- h. Day after Thanksgiving (Friday after Thanksgiving)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

**9. Supplies and Equipment**

City will supply all paper products (toilet paper, paper towels, etc.) and hand soap for soap dispensers. These products will be placed in a supply closet located at each location except for the Woods Building and Sports Complex. Supplies for those two buildings will be stored at the Public Works Building. Should paper products or hand soap be needed, Contractor shall notify City Representative, who will purchase them.

Contractor will supply all additional cleaning material to complete the services as described in the Scope of Services.

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**3. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

**A. Submittal Instructions**

Bids shall be organized and submitted in the format and order as outlined below. All information in the bid must be clearly explained. Failure to provide requested information may result in the City, at its sole discretion, disqualifying the bid from further consideration.

Do not enclose preprinted materials in place of a response. These materials will not be considered a response to the requirements.

1. **Cover Letter.** Cover letter with a general description of the firm and the services it provides. The letter should indicate your company's understanding of the scope and requirements relating to this bid. A person who is authorized by the organization to enter into an agreement with the City of Corinth, Texas will sign the letter.
2. **Staff and Experience**
  - a) Supervisor Work Experience/Qualifications
  - b) List all employees who will be assigned to the City's contract and include the following information for each employee:
    - Full Name
    - Date of Birth
    - Social Security Number
    - Valid Driver License Number
    - Current background check completed by the contractor
3. **Equipment**
  - a) List the type of equipment to be utilized to service the contract, including the age of equipment.
4. **Training**
  - a) Active Safety Program - Provide a description of current Safety Program, to include topics, frequency of training, etc.
  - b) Ongoing Employee Training Program - Provide description of established on-going Employee Training Program. The program should include the training topics, and the frequency the training is provided.
5. **References.** Provide a minimum of five (5) past or current references where like goods/services have been provided for municipalities with a population of at least 20,000. Include the following information:
  - Name of company
  - Contact Person with telephone number and email address
  - Description of the services provided
  - Square footage of buildings serviced
  - Length of contract
6. **Schedule**
  - a) Daily services to include cleaning hours, days, and number of employees for all locations
  - c) Weekly, Monthly, and Semi Annual (if selected) services to include the days, times of day and month of the year, and the number of employees for the service to be performed
7. **Submittal Forms – Appendix B.** All forms in Appendix B must be completed, signed and returned with the bid. Pricing must be submitted on the Bid Proposal Form. Only stated service charges will be considered in determining award as shown on the form. Alternate pricing submitted may deem your bid to be non-responsive and disqualified from further consideration.
8. **Acknowledgment of Addenda, if applicable.** Acknowledge and sign all addenda, if applicable.

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4. **EVALUATION PROCEDURES**

The City will review all bids for completeness based on the requirements in this ITB. Those found to be incomplete or fail to address the needs of the City may not be evaluated.

A selection committee will rank the bids received in accordance with the requirements defined in the ITB. The City will select the bid that provides the best value to the City.

The contract will be awarded based on the following evaluation criteria:

- A. Staffing as provided in Submittal Instructions, Section 3.A.2 (25%)
- B. Equipment as provided in Submittal Instructions, Section, 3.A.3 (5%)
  - 1. Equipment list to include age and type of equipment
- C. Training Programs as provided in Submittal Instructions, Section 3.A.4 (5%)
  - 1. Safety Program
  - 2. Ongoing Employee Training Program
- D. References as provided Submittal Instructions, Section 3.A.5 (10%)
- E. Schedule as provided in Section 3.A.6 (25%)
- F. Cost provided on Proposal Form - Appendix B (30%)

The award of the contract shall be made to the bidder who provides the best value to the City relative to price, qualifications, and quality of services, as set forth above. Bids may not be withdrawn or canceled for a period of (90) days following the date designated for the receipt of bids, and bidders so agree upon the submission of their bids. Bidders are expected to examine all instructions, specifications, requirements, and terms and conditions prior to submitting their bid. Failure to do so will be at the bidder's risk. All bids and related materials become the property of the City.



## **APPENDIX A**

# **GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS**

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**A. GENERAL INFORMATION**

1. **Confidentiality:** All bids, data, and information submitted to the City of Corinth are subject to public release under the Texas Public Information Act ("Act") unless exempt from release under the Act. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. Confidential information, as noted by the Respondent, will not be released unless ordered by a court or the Attorney General pursuant to the Act.

For processes other than low bid or best value bid, only the names of the respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of a contract.

2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the respondent.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. **Insurance**

- A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as described and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
- B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid.
- C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. **Insurance Requirements**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

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- A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
    - a. Premises/Operations
    - b. Broad Form Contractual Liability
    - c. Products and Completed Operations
    - d. Personal Injury
    - e. Broad Form Property Damage
  2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
  3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
  4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
    - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
    - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
    - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
  2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

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- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

**7.1 GENERAL SERVICES REQUIREMENTS**

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
  - 1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 7.A.1.
  - 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
  - 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

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**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this solicitation shall be incorporated into and be a part of any bid submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. **ADDENDA:** Any interpretations, corrections, clarifications, or changes to this solicitation or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
- B. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. **ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. **AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the respondent.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

1. The purchase price;
  2. The reputation of the bidder and of the bidder's goods or services;
  3. The quality of the bidder's goods or services
  4. The extent to which the goods or services meet the City's needs;
  5. The bidder's past relationship with the City;
  6. The total long-term cost to the City to acquire the bidder's goods or services;
  7. Any relevant criteria specifically listed herein.
- G. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  - H. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
  - I. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
  - J. **CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
  - K. **CONTRACT ENFORCEMENT:**
    1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this solicitation. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
    2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit bids for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

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3. Any notice provided by this solicitation (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
  4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this solicitation and the UCC, the solicitation will control.
- L. ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- M. EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- N. EXCEPTIONS/SUBSTITUTIONS:** All bids/proposals meeting the intent of this solicitation will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the solicitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- P. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. INDEMNITY AGREEMENT: THE SUCCESSFUL RESPONDENT HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL RESPONDENT, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL RESPONDENT, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY RESPONDENT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- R. INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. LATE SUBMITTALS:** The City of Corinth will reject late bids/proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
  - b. Be able to comply with the instructions, specifications, terms and conditions.
  - c. Have a satisfactory record of performance.
  - d. Have a satisfactory record of integrity and ethics.
  - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.

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- V. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- W. PRICES HELD FIRM:** All prices quoted in the bid/proposal will remain firm for a minimum of 90 days from the date of the bid unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- X. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- Y. REFERENCES:** The City of Corinth requests Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- Z. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** All bids/proposals, data, and information submitted to the City of Corinth are subject to public release under the Texas Public Information Act ("Act") unless exempt from release under the Act. If the bid/proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. Confidential information, as noted by the Respondent, will not be released unless ordered by a court or the Attorney General pursuant to the Act.
- For processes other than low bid or best value bid, only the names of the respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of a contract.
- Z. REQUIRED DOCUMENTATION:** In response to this solicitation, all documentation required by this solicitation must be provided.
- AA. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- BB. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- CC. SILENCE OF SPECIFICATIONS:** The apparent silence of 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 the specifications shall be made based on this statement.
- DD. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- EE. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- FF. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- GG. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- HH. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- II. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- JJ. WITHDRAWAL OF BIDS/PROPOSALS:** A bid/proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the bid/proposal submittal deadline.



# **APPENDIX B**

# **SUBMITTAL FORMS**



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**BID PROPOSAL FORM**

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Hourly prices shall include all equipment, labor and supervision.

ITEM NO.	EST. QTY.	UOM	DESCRIPTION	TOTAL # OF EMPLOYEES ASSIGNED TO WORK THIS LOCATION	TOTAL # OF HOURS WORKED PER DAY IN THIS LOCATION	HOURLY RATE	MONTHLY COST	EXTENDED AMOUNT
1	12	MO	City Hall 3300 Corinth Parkway Corinth, TX 76208 Approx. Sq. Ft. 32,000 Cleaning (M-F) after business hours			\$	\$	\$
1A	12	MO	Supplies for City Hall				\$	\$
2	12	MO	Public Works 1200 N Corinth St., Corinth TX 76208 Approx. Sq. Ft. 5,000 Cleaning (M-F) after business hours			\$	\$	\$
2A	12	MO	Supplies Public Works, Woods Building, and Sports Complex				\$	\$
3	8	MO	Sports Complex 3700 Corinth Pkwy. Corinth TX 76208			\$	\$	\$
4	12	MO	Woods Building 1128 Postwood Dr. Corinth TX 76208 Approx Sq. Ft. 1,000 Cleaning (once a month) after business hours			\$	\$	\$

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ITEM NO.	EST. QTY.	UOM	DESCRIPTION	TOTAL # OF EMPLOYEES ASSIGNED TO WORK THIS LOCATION	TOTAL # OF HOURS WORKED PER DAY IN THIS LOCATION	HOURLY RATE	MONTHLY COST	EXTENDED AMOUNT
5	12	MO	Police Station 2003 S. Corinth Pkwy. (S. Corinth St.) Corinth TX 76210 Approx. Sq. Ft. 4,000 Cleaning (M,W,F) during business hours			\$	\$	\$
5A	12	MO	Supplies for Police Station				\$	\$
6	12	MO	Fire Headquarters 3101 S. Garrison Rd. Corinth TX 76210 Approx. Sq. Ft. 3,500 Cleaning (T,Th) after business hours			\$	\$	\$
6A	12	MO	Supplies for Fire Headquarters				\$	\$

ITEM NO.	DESCRIPTION	HOURLY RATE
	<b>ALTERNATE ITEMS – ADDITIONAL SERVICES</b>	
1	On demand/emergency cleaning	\$
	<b>ALTERNATE SEMI-ANNUAL SERVICES</b>	<b>TOTAL COST</b>
1	Semi-annual carpet cleaning (City Hall only)	\$
2	Semi-annual floor waxing (City Hall only)	\$
3	Semi-annual ceramic tile buffing (City Hall only)	\$
4	Semi-annual interior and exterior window washing (City Hall only)	\$

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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Procurement and Support Services  
1711 San Jacinto  
Austin, TX 78701  
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

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

REPRESENTATIVE: \_\_\_\_\_

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

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

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

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**COOPERATIVE PURCHASING**

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

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**VENDOR REFERENCES**

Please list five (5) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

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

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

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

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

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

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

CITY OF CORINTH BID #1103  
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**REFERENCE FOUR**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

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

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE FIVE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

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

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

CITY OF CORINTH BID #1103  
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**COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL**

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30<sup>th</sup> day after the date the contract for which the form was filed binds all parties to the contract.

**Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

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

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
Date

CITY OF CORINTH BID #1103  
ANNUAL CONTRACT FOR CUSTODIAL SERVICES

**CERTIFICATION FORM**

**In submitting this bid, the respondent agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this bid package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

Company Name: \_\_\_\_\_

Principal Place of Business Address: \_\_\_\_\_

Principal Place of Business City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_

Principal Place of Business Fax Number: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

CITY OF CORINTH BID #1103  
ANNUAL CONTRACT FOR CUSTODIAL SERVICES

**SERVICE CONTRACT**  
**\_\_\_\_\_ SERVICES**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**1. TERM**

This Contract shall commence beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and shall be in effect for a term of two (2) years, to expire at midnight, \_\_\_\_\_, 2018, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform \_\_\_\_\_ Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services – Attachment A
- c) The City’s Invitation to Bid #1103, including all documents incorporated by reference – Attachment B
- d) Contractor’s Proposal – Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

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**4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

**5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

**6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

**7. INDEMNITY AND INSURANCE**

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

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- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1103.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Lee Ann Bunselmeyer	Contact Name _____
Acting City Manager	Company Name _____
City of Corinth	Address _____
3300 Corinth Parkway	City, State, Zip _____
Corinth, TX 76208	

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

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- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**CONTRACTOR NAME**

\_\_\_\_\_  
**Lee Ann Bunselmeyer, Acting City Manager**

\_\_\_\_\_  
**Owner**

ATTEST:

ATTEST:

\_\_\_\_\_  
Kim Pence, City Secretary

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

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**Attachment A - Scope of Services**

**Attachment B - City's ITB**

**Attachment C - Contractor's Proposal**