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CITY OF PALESTINE

REQUEST FOR PROPOSALS (RFP) JANITORIAL SERVICES RFP 2020-010

Sealed Proposal Due Date: Monday, August 10, 2020 at 3:00 p.m.

I. PURPOSE

The City of Palestine (City), a home rule municipality, is soliciting bids to perform janitorial services for various City-owned buildings. Sealed proposals are due to the City Secretary's Office by **Monday, August 10, 2020, at 3:00 p.m.** Bids will be opened during the Palestine City Council meeting on **Monday, August 10, 2020, at 5:30 p.m.**, at which time the City Council will open the proposals received and will award the winning bidder at a future meeting. In order to be considered, the sealed proposals must address each of the requests for information in the Summary of Qualifications section.

II. SERVICES REQUIRED

The City is seeking contracted janitorial services for various City buildings. Services shall consist of providing all supervision, labor, supplies, equipment, and performing all janitorial work required per the bid specifications.

III. BACKGROUND

The City of Palestine is a home rule City located in Anderson County and has a population of approximately 18,306 per the 2017 U.S. Census estimate. The City operates under a Council-Manager form of government with a Mayor, six (6) Council Members, and a City Manager. The Council Members are elected from single member districts, with the Mayor elected at large. The City Manager is the Chief Executive Officer of the City. It is the City Manager's duty to execute and implement policies as established by the City Council.

IV. SUBMISSION OF RESPONSE

Delivery: Proposals must be sealed. Proposals may be mailed or hand-delivered to the City of Palestine, City Secretary. Sealed proposals for Janitorial Services are due to the City Secretary's Office by **3:00 p.m.** on **Monday, August 10, 2020.** Proposals received after this time will be returned unopened.

Proposals are required to include nine (9) copies of the bid proposal form and any additional pages.

Please include on the sealed bid envelope:

“SEALED RFP 2020-010 - TO BE OPENED: MONDAY, AUGUST 10, 2020 at 5:30 P.M.”

The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification, and to waive any irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation of the proposal. Furthermore, this RFP does not obligate the City to accept or contract for any implied services.

Mailing Address and Hand Delivery Address:

Teresa Herrera, City Secretary
ATTN – SEALED RFP 2020-010 - TO BE OPENED: 08/10/2020 AT 5:30 P.M.
504 N. Queen Street
Palestine, TX 75801

Your proposal shall be governed by the following schedule:

Thursday, August 6, 2020 at 5:00 p.m., Central Standard Time (“CST”)

Deadline for inquiries, questions, requests for information, or pre-proposal conference with the City. All questions must be submitted in writing to pwadmin@palestine-tx.org.

Pre-Proposal Conference: City staff will meet with any respondent prior to 5:00 p.m. on Thursday, August 6, 2020, to provide a tour of all City-owned properties to be cleaned and provide any additional information. Proposers must schedule an appointment by contacting the Public Works office at 903-731-8423 to schedule the pre-proposal conference. It shall be understood and agreed that all locations have been thoroughly investigated and considered in the preparation of the bid submitted.

Monday, August 10, 2020 at 3:00 p.m., CST

Sealed, written proposals due at Palestine City Secretary’s Office
Proposals received after this time will not be considered.

Monday, August 10, 2020 at 5:30 p.m., CST

Opening of sealed RFPs during the Palestine City Council meeting.

To be considered for this engagement you must meet the qualifications and satisfy the requirements set forth in this RFP.

Communications: All communications regarding the submission of your proposal are to be in writing directly through the City Secretary.

V. PROPOSAL REQUIREMENTS

The janitorial services shall be performed at the following City buildings. The Palestine Mall is currently under contract for sale. The City will only be authorized to have a services agreement for the janitorial services at the mall while it possesses ownership of the property.

CITY FACILITIES FOR JANITORIAL SERVICES

Facility Name	Address	Approximate Square Footage
City Hall	504 North Queen Street	20,756
Public Works	1620 West Palestine Avenue	2,100
Fire Administration	2201 West Spring Street	1,275
Parks and Recreation	201 East Coronaca	2,300
Economic Development	100 Willow Creek Parkway, Ste. A	2,200
Visitor Center	825 West Spring Street	1,008
Palestine Library	2000 S. Loop 256, Ste. 42	15,198
Palestine Mall (Under Contract for Sale)	2000 S. Loop 256	Concourse Areas and Public Restroom Area Only

VI. EVALUATION PROCESS

The City of Palestine reserves the right to accept or reject any and all submissions in the best interest of the City. Proposals will remain in effect for 90 days. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before bid opening must be initialed by the signor of the proposal, guaranteeing authenticity. In connection with the evaluation, the City may invite one (1) or more applicants to make an oral presentation to the City Council.

The following criteria will be used by City staff to evaluate the proposals and make a selection to recommend to City Council:

- 10% Qualifications of key personnel – Cleaning and supervisory staff should be duly qualified, capable and bondable to fulfill and abide by specifications
- 20% Experience – Experience in janitorial services, including years and history
- 10% References – Respondents shall provide a minimum of three (3) current references of janitorial services agreements covering similar services. If the company has provided janitorial services in secure areas, they should list any current/former clients.
- 30% Fee schedule/cost of services
- 20% Project/service approach – are they able to meet the needs of each department regarding dates/times requested for janitorial services
- 10% Supplies/Equipment – Provide list of cleaning supplies and equipment to be used for full scope of work

VII. CONTRACT TERMS

The City will require the selected respondent to sign a separate, formal contract that fully incorporates all provisions of this solicitation. The City reserves the right to modify terms and conditions of any proposed contract during negotiations with the respondent.

General Terms – Independent Contractor Responsibilities

- A. The independent contractor is to report to the City's designated representative and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, and documents submitted by the independent contractor must be dated, include the contractor's name, and be submitted in writing to the City's designated representative.
- C. All reports made in connection with these services are subject to review and final approval by the City's designated representative.
- D. The City may review and inspect the independent contractor's activities during the term of this contract.
- E. After reasonable notice to the independent contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies related to the scope of work for the City.
- F. The independent contractor will provide the required services personally and will not subcontract or assign the services to anyone else without prior approval from the City.
- G. The independent contractor will not hire any City employee for any of the required services without the City's prior written approval.
- H. The parties agree that the independent contractor is neither an employee nor an agent of the City for any purpose.

Indemnification Agreement

The independent contractor will protect, defend, and indemnify the City of Palestine, its officers, agents, services, volunteers, and employees from any and all liabilities, claims, liens, fines, demands, and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the independent contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody, or control of City of Palestine in connection with or in any way incident to or arising out of the occupancy, use, service, operation, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the independent contract, sub-contractor, or any employee, agent or representative of the independent contractor.

Insurance Requirements

- A. Independent contractor must provide Commercial General Liability (including contractual and completed operations) –products Liability and Independent Contractors Coverage with limits of not less than \$500,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. Also, the City of Palestine should be named as an additional insured on all CONTRACTOR'S general liability policies.
- B. Independent contractor must provide Workman's Compensation insurance in accordance with the State laws of Texas with Employee's Liability with a limit of not less than \$500,000.
- C. Independent contract must provide Comprehensive Automobile Liability insurance with a limit of not less than \$100,000 combined Single Limit Per Occurrence for both Bodily and Injury and Property Damage.
- D. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM rating of A-, A, A+, or A++ since January 1, 2013.
- E. Independent contractor shall furnish the City of Palestine with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to

commencement of services under this contract.

- F. The independent contractor shall provide thirty (30) days written notice from certificate holder for cancellation of insurance coverage.

Compliance with Laws and Regulations

The independent contractor will comply with all federal, state, and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

Equal Access

By submitting a bid for this proposal, the undersigned represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, sex, sexual orientation, marital status, or physical handicap in the performance of this contract.

Ownership of Documents

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the independent contractor. During the performance of services, the independent contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore loss or damage at its expense. Any use of the information and results of this contract by the independent contractor must reference the project sponsorship by the City of Palestine. Any publication of the information or results must be authorized by the City.

Payroll Taxes

The independent contractor will be responsible for all applicable state and federal taxes, Social Security, and unemployment taxes, and agrees to indemnify and protect the City against such liability.

Changes in Scope or Schedule of Services

Changes mutually agreed upon by the City and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

Choice of Law and Forum

This contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this contract is Anderson County, Texas.

Extent of Contract

This contract will represent the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements, whether written or oral.

Termination of Contract

The City of Palestine reserves the right to terminate the contract immediately in the event the successful respondent:

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 from bankruptcy law.

Termination of Convenience

The termination of the contract may be terminated without penalty, by either party by providing thirty (30) day's written notice to the other party, or under any other provisions provided by City Charter.

VIII. TERMS AND SPECIAL CONDITIONS

Term of Contract

The initial term of the contract will be for a **six (6) month term** from the date of award. The contract may be renewed for one-year extensions following the initial 6-month contract, if the City and independent contractor agree. Additionally, each subsequent renewal will follow the same terms and conditions of the original contract. Notice of intent to renew would be issued in writing by the City of Palestine thirty (30) days prior to the expiration date of the contract.

Equipment, Supplies and Materials

The independent contractor will provide all necessary equipment required in order to perform the services of this contract. Such equipment shall be approved by the City. The contractor is responsible for keeping the equipment safe and operable at all times.

The City will supply electrical power, hot and cold water, hand soap for designated dispensers, hand sanitizer, toilet paper, paper towels, bags for soiled sanitary napkins, and in-office receptacle plastic bags, and large garbage bags used for the collection of trash. The contractor must maintain a record of the supplies used from the City's stock inventory.

Initial Cleaning Requirement

The contractor, in addition to the initial month's services, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. The contractor, his/her supervisor(s) and the City's designated representative will meet prior to the first week of the contract to ensure that the facilities will meet the contract standards. Failure to successfully complete this initial phase may be a determining factor in assessing non-performance.

Quality Control

The contractor's representative may be asked to accompany a City representative on tours of the City facilities being serviced. The purpose of these tours shall be to discuss cleaning improvements, additions, deletions, changes and deficiencies. The contractor will be responsible for documenting deficiencies identified during the inspections with City representatives and shall enact procedures to verify that identified deficiencies are noted and resolved to the satisfaction of the City's designated representative. Work not meeting the requirements of the contract as determined by City representatives shall be corrected within two (2) days.

A staff member of the contractor must be available via “on-call” status, for any additional janitorial issues or concerns from 8am-5pm (M-F).

Upon any complaint received by the City’s designated representative regarding the contractor, the contractor shall make inspections and furnish a written plan of action as to how, who and when (within 2 days) he/she proposes to correct any discrepancies.

Personnel Qualifications: The contractor shall have an active, experienced, trained, competent and reliable supervisor dedicated to the City facilities during contract hours to supervise the janitorial services provided hereunder; and he/she shall be authorized to represent and act for the contractor. All supervisors must be fluent in English and have an intimate knowledge of the various cleaning tasks, equipment and materials, so as to be able to maintain and control an effective quality control program.

All employees must pass a criminal background check and must be able to meet the requirements stipulated with the United States Department of Justice Employment Eligibility Verification Form (I-9).

*All employees assigned to cleaning the Palestine Police Department will also be required to provide a copy of driver’s license, including those for anyone “subbing” for a regularly scheduled employee. Additionally, these employees will be required to be fingerprinted at the awarded contractor’s expense. ** All approved employees will thusly gain access to those secure areas of the Police Department., within the scope of janitorial cleaning services contract.*

*****If fingerprinting facilities are temporarily on hold, due to COVID-19, this requirement will be placed on hold. Upon facilities re-opening, the awarded contractor will be notified and have 10 days to comply with fingerprinting requirements. Contracted employees cleaning in the Police Department area will be required to have a Police Officer escort if fingerprinting facilities are not available.***

Employees are required to wear clean company uniforms and display company picture identification badges while on City premises to clearly identify themselves as employees of the independent contractor.

Scheduling and Access to Buildings

Access to the buildings shall be as directed by the City. Contractor’s employees are not to be accompanied in their work areas on the premises by any other person (adult or minor) unless said persons are authorized contractor employees. The contractor shall be responsible for all persons admitted to the facility by the contractor, its officers, agents or employees. The contractor shall establish procedures to ensure that all building spaces are secured as required by the City.

The contractor shall schedule all required services so as not to interfere with City operations. In all City buildings with the exception of Palestine Mall, work shall be accomplished during the hours of 7:00a.m. – 5:00p.m. Monday through Friday. The services provided at the Palestine Mall may be conducted during the hours of operation of 7:00a.m. – 7:00p.m. Monday – Saturday or between noon and 6:00p.m. on Sundays. Variances in schedules shall require prior approval of the City’s designated representative.

Billing and Payments: The contractor shall submit a monthly invoice. The invoice or attached documents should include the contractor's detailed report of hours worked and personnel used at each facility, supporting the amount billed.

The contractor shall submit monthly invoices by the 15th day of each month for the prior month's work to:

By postal mail to: City of Palestine – Public Works Department
504 North Queen Street
Palestine, TX 75801

Or via e-mail to: pwadmin@palestine-tx.org

Payment from the City for work performed in accordance with the contract shall be due thirty (30) days from receipt of the monthly invoice. The City may withhold any payment or partial payment otherwise due the contractor on account of unsatisfactory performance by the contractor. The amount shall be withheld until such work is corrected.

IX. CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS

Daily Cleaning Tasks (all facilities):

1. All trash receptacles will be emptied, cleaned and if necessary, disinfected. All trash will be removed to designated areas.
2. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
3. All glass doors and glass panel including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
4. All restroom fixtures, including sinks, toilet bowls and urinals, will be scoured and disinfected and kept free of scale at all times. All toilet seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished.
5. Soap, hand sanitizer, paper towels, and toilet paper dispensers will be filled as needed.
6. Clean all mirrors.
7. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
8. Restroom floors will be mopped with a disinfecting solution. A specific mop is to be used for this area only and item is to be identified as such.
9. Sweep, pick up and dispose of debris in entry approach areas
10. Vacuum all entry mats (city contracts mats to be swapped out and cleaned by a 3rd party vendor)
11. Dust mop/damp mop all hard surface flooring (including hallways and restrooms)
12. Vacuum carpeted high traffic (open) areas; spot treat spills/soiled areas
13. Damp-wipe and disinfect drinking fountains (if applicable)
14. Damp-wipe and disinfect conference tables, chairs, and countertops
15. Clean break rooms and kitchen areas
16. Clean interior and exterior of microwave oven
17. Wipe down exterior of refrigerator and vending machines
18. Clean coffee station

Weekly Tasks (all facilities):

- 1) Clean both sides of glass, including sidelight glass, hall glass and office/partition glass; dry frames
- 2) Dust window blinds and ledges; spot clean windows
- 3) Dust/damp wipe file cabinets, wall shelving and bookshelves
- 4) Vacuum all carpeted areas including seating areas, around and under desks, including edge work; perform detail vacuum
- 5) Dust wall decorative items
- 6) Dust coat racks
- 7) Scrub restroom flooring
- 9) Clean all baseboards

Monthly Tasks (all facilities):

- 1) Damp cloth cleaning of all desks/workstations, based on predetermined schedule established through the City's designated representative
- 2) Dust office machines (copiers, fax machines, shredders, etc.)
- 3) Clean interior and exterior of trash receptacles
- 5) Polish wax flooring
- 6) Clean all interior upper glass

Twice-Yearly Tasks (all facilities):

- 1) Scrub and rinse hard surface flooring
- 2) Detail edge work on all hard surface flooring
- 3) Strip and re-wax vinyl flooring in the first month of the contract (to be completed every six months)

X. INQUIRIES

Any questions relating to this Request for Proposals must be submitted in writing to:
City of Palestine, Attn: Lisa Phillips, 504 North Queen Street, Palestine, TX 75801 or Email:
pwadmin@palestine-tx.org.

2.

3.

FACILITIES LISTING

The contractor will provide all other cleaning material and supplies for the satisfactory cleaning of the facilities. All cleaning products shall be compatible with the building materials. Compatibility shall be determined by the manufacturer's recommendations and approved by the City. No additional charges shall be made for these items.

The following City facilities are covered in this RFP. The list below identifies the location, operating hours, service frequency, square footage, special janitorial needs (in addition to the daily, weekly, monthly and yearly tasks identified in Section V.) and other relevant comments for each facility. **The contractor will propose the total cost per month (daily, weekly, monthly and additional tasks combined) for each facility and a separate total cost for twice yearly and yearly tasks for each facility.**

The costs per location will be used to calculate an overall budgetary total and compare proposals.

CITY HALL

504 North Queen Street

Operating Hours: Monday - Friday – 7 am to 5 pm

Service Frequency: 3 days per week (Monday thru Friday)

Square Feet: 20,756

Comments:

Additional Janitorial Tasks:

❖ Daily - Vacuum entire Council Chambers (Municipal Courtroom)

No janitorial services will be performed while public meetings are being held in the building. The City's designated representative will provide reasonable advance notice to the contractor if public meetings are planned during the agreed upon cleaning schedule.

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

PUBLIC WORKS

1620 West Palestine Avenue

Operating Hours: Monday - Friday – 7 am to 5 pm

Service Frequency: 3 days per week (Monday thru Friday)

Square Feet: 2,100

Comments:

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

_____ **Total Costs for Twice-Yearly and Yearly Tasks (combined):** _____

FIRE ADMINISTRATION

2201 West Spring Street

Operating Hours: Monday - Friday – 8 am to 5 pm

Service Frequency: 1 day per week (Monday thru Friday)

Square Feet: 1,275

Comments:

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

_____ **Total Costs for Twice-Yearly and Yearly Tasks (combined):** _____

PARKS AND RECREATION

201 East Coronaca

Operating Hours: Monday - Friday – 7 am to 5 pm

Service Frequency: 2 days per week (Monday thru Friday)

Square Feet: 2,300

Comments:

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

_____ **Total Costs for Twice-Yearly and Yearly Tasks (combined):** _____

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

100 Willow Creek Parkway, Suite A

Operating Hours: Monday - Friday – 8 am to 5 pm

Service Frequency: 2 days per week (Monday thru Friday)

Square Feet: 2,200

Comments:

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

_____ **Total Costs for Twice-Yearly and Yearly Tasks (combined):** _____

PALESTINE VISITOR CENTER

825 West Spring Street

Operating Hours: Monday - Friday – 8 am to 5 pm

Service Frequency: 2 days per week (Monday thru Friday)

Square Feet: 1,008

Comments:

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

PALESTINE PUBLIC LIBRARY* (May change with sale of the Palestine Mall)

2000 South Loop 256, Suite 42

Operating Hours: Monday - Friday – 10 am to 6 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 2,200

Comments:

Additional Janitorial Tasks:

- ❖ Daily – Clean and sanitize bathrooms
- ❖ Daily – Clean and sanitize doors and handles
- ❖ Daily – Clean and sanitize all tables and countertops in public areas of the library
- ❖ Daily – Dust and sanitize all computers available for use by the public (in the computer lab, for internet use, and for use for checking books in/out)
- ❖ Weekly – Systematically dust bookshelves (not all shelves should be dusted daily, but over the course of the week each bookshelf should be dusted once)
- ❖ Weekly – Vacuum carpeted areas as needed throughout the week

Total Cost per Month (include pricing for 1x a week, 3x a week, or 5x a week cleaning options):

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

PALESTINE MALL* (May change with sale of the Palestine Mall)

2000 South Loop 256

Operating Hours: Monday - Saturday – 7 am to 7 pm, Sundays – noon to 6 pm

Service Frequency: 5 days per week

Square Feet: Only the Concourse Area and Public Restrooms (Each tenant is responsible for cleaning their own square footage)

Comments:

Pre-Proposal Conference will provide detailed information on the actual scope of work for the Concourse area and what is the responsibility of individual mall tenants

Additional Janitorial Tasks:

- ❖ Daily – Clean and sanitize public bathrooms
- ❖ Daily – Clean and sanitize all tables and chairs in the concourse area
- ❖ Daily – Vacuum all carpeted areas and area rugs

