

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, NOVEMBER 9, 2015

MARK ENVELOPES

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE
RESTROOMS, AND EXPOSITION CENTER"**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Invitation to Bid and specifications should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower, (903) 693-0318.



Signature

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners' Court of Panola County, Texas, sealed bids will be received for:

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE
RESTROOMS AND EXPOSITION CENTER"**

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:


**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 9:00 a.m., Monday, November 9, 2015

Mark Envelopes:

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE
RESTROOMS AND EXPOSITION CENTER"**

**BIDS RECEIVED AFTER OPENING DATE
AND TIME WILL NOT BE CONSIDERED**



Signature

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

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2016.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

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

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales tax.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of Panola County.

CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

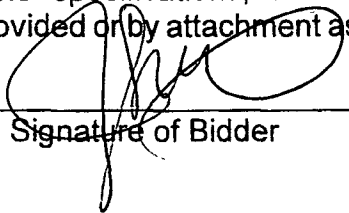
CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part



Signature of Bidder

of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court 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 county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

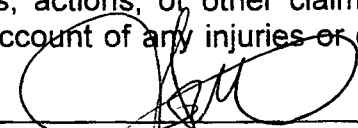
1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Panola County may request any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages



 Signature of Bidder

received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

TERMINATION OF CONTRACT: This 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 thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

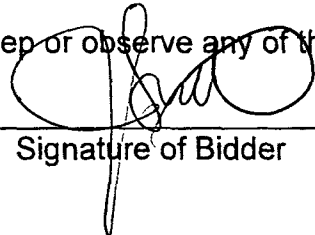
TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms



Signature of Bidder

and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the



Signature of Bidder

proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

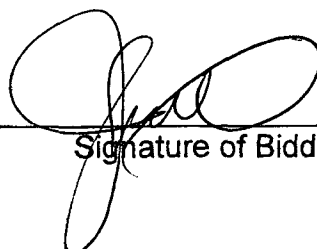
ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Maintenance Superintendent Fred Hightower at (903) 693-0318.



Signature of Bidder

SPECIFICATIONS
COURTHOUSE MAINTENANCE
PANOLA COUNTY COURTHOUSE, ANNEXES, JUDICIAL CENTER,
PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY
DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE
WAREHOUSE RESTROOMS AND EXPOSITION CENTER

It is the intent of these specifications to describe bidder qualifications, salary and wage requirements, employee requirements, insurance requirements, and a description of minimum requirements for proper cleaning of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Panola County Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center.

BIDDER QUALIFICATIONS:

2. Minimum of five (5) years experience in cleaning multi-story buildings of a minimum of 30,000 square feet per building. Bidder shall attach references to bid.

OR

2. If bidder has not had minimum experience required, furnish a satisfactory Performance Bond in an amount equal to twelve (12) months compensation on the basis of the bid submitted, such bond to be conditioned as required and collectable by Panola County for failure to perform the terms and conditions of bid on contract. Letter of Commitment for Performance Bond shall be attached to bid.

SALARIES AND WAGES:

3. Panola County and Contractor agree the Contractor is an independent contractor under this agreement and will in no way be considered to be an agent, partner, or employee of Panola County.
4. Salaries and wages of employees and any other amounts required to be paid under state and federal law, payroll taxes, unemployment insurance and FICA shall be paid by Contractor.

EMPLOYEES:

5. Contractor must employ and use adequately trained employees, and a qualified supervisor properly trained to insure that all phases of the contract are properly performed in a professional manner.

6. Contractor agrees to comply fully with all state and federal laws and regulations including those of the U. S. Naturalization and Immigration laws, equal employment opportunity, hours and wages of employees, occupational safety and health, and discrimination.

INSURANCE:

7. Contractor shall obtain and maintain in effect at all times during the term of the contract the following insurance, and will provide Certificates of Insurance to Contract Administrator prior to commencing contract:
 - A. Workers' Compensation;
 - B. Bodily Injury with limits of \$500,000 for each person and \$500,000 for each incident or occurrence.

INDEMNITY:

8. Contract shall indemnify, hold harmless and defend Panola County, its representatives, employees, and agents from and against all claims, causes of actions or lawsuits, including negligence; the condition or use of personal property; damages; death or injuries to persons or property; including but not limited to attorney's fees and litigation expenses regarding or concerning or arising out of or resulting from or alleged to have been sustained by Contractor or Contractor's employees in connection with Courthouse Maintenance Agreement. The express indemnity of Panola County by Contractor includes any alleged negligence acts or omissions of Panola County in any action, claim, or suit brought against Panola County, its representatives, employees, agents, invitees, and licensees by Contractor, its agents, employees, representatives, volunteers, invitees, or any guest of the Contractor.

AREAS OF RESPONSIBILITY:

9. Contractor will be responsible for proper maintenance and cleaning of all areas of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Probation Offices, and all areas of the Panola County Detention Center (except the cell area), Road and Bridge Warehouse Restrooms, and Exposition Center.

RESPONSIBILITY INCLUDES MAINTENANCE AND CLEANING OF AREAS OUTSIDE EACH ENTRANCE OF THE COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE RESTROOMS, AND EXPOSITION CENTER.

MANNER AND FREQUENCY OF CLEANING:

NOTE: IT WILL BE NECESSARY TO CLEAN SOME AREAS PRIOR TO CLOSE OF BUSINESS EACH DAY.

10. WORK TO BE PERFORMED DAILY:

- A. Public areas (hallways, stairways, elevator, etc.):
 - i. Vacuumed, swept, and mopped so that no dirt, trash, paper clips, staples, etc. are left on the floors, this includes areas under benches, trash cans, etc.
 - ii. Walls, baseboards, and handrails spot checked and cleaned.
 - iii. Hallway benches and chairs spot checked and cleaned.
 - iv. Drinking fountains thoroughly cleaned.
 - v. Trash cans emptied and liners replaced.
 - vi. Carpet in all halls and corridors vacuumed with an industrial type vacuum and spot cleaned.

- B. Entrances:
 - i. All exterior walkways swept, including steps at main entrance.
 - ii. All glass entries cleaned with "Windex" type product so that glass is clear of fingerprints, smudges, etc.
 - iii. All cobwebs, etc. swept down.
 - iv. Doors spot checked and cleaned of dirt, smudges, etc.

- C. Restrooms:
 - i. Toilet bowls and urinals thoroughly cleaned both on the inside and outside of the bowls and urinals.
 - ii. Floors swept so that there is no paper, dirt, paper clips, etc. left on the floors.
 - iii. Floors mopped so that they are clean of all dirt, water spots, etc., paying particular attention to areas around toilet bowls, urinals and sinks.
 - iv. Walls spot cleaned.
 - v. Doors to stalls and partitions between stalls thoroughly cleaned.
 - vi. Sinks thoroughly cleaned.
 - vii. Window sills dusted.
 - viii. Hand towels, toilet tissue, soap dispensers, and room deodorant checked and replaced.
 - ix. Trash cans emptied, liners replaced, and front of trash receptacle cleaned.
 - x. Mirrors cleaned.

- D. Offices and Courtrooms:
 - i. Swept or vacuumed so that there is no dirt, paper clips,

- staples, etc. left of floors. This includes all accessible areas such as under desks, chairs, waste paper baskets, etc.
 - ii. Offices with vinyl floors mopped unless otherwise directed by department head.
 - iii. Trash cans emptied and liners replaced.
 - iv. Desk and work station tops cleaned and shined with a cleaner appropriate for the surface. This includes the entire tops (under calendars, staplers, tape dispensers, etc.) and all other areas where work has been properly removed from desk.
 - vi. Vinyl furniture spot cleaned.
- E. Contractor shall make sure that all lights are turned off in offices, all office and courtrooms doors are locked, and all exterior Courthouse doors are locked prior to leaving the building at night.

11. WORK TO BE PERFORMED WEEKLY:

- A. Front lobbies of all buildings and all vinyl floors buffed.
- B. Marble walls spot cleaned.
- C. Dust:
 - i. Baseboards.
 - ii. Pictures and other wall hangings.
 - iii. File cabinet tops.
 - iv. Interior window sills and ledges.
 - v. Lamps, vases, coffee, and end tables, and other such standard office furniture.
 - vi. Counter and table tops.
 - vii. Tops of partitions and door frames.
- D. General housekeeping (see 10 A, B, C, & D above) of College Street Annex.
- E. Road and Bridge Warehouse Restrooms.

12. WORK TO BE PERFORMED QUARTERLY:

- A. Venetian blinds vacuumed.
- B. All marble walls thoroughly cleaned and polished.
- C. All baseboards thoroughly cleaned of dust, dirt, water, and wax spots, etc.
- D. Corridors and halls with carpet to be shampooed.
- E. Automatic floor scrubber used on all halls and corridors without carpet.
- F. Woodwork in Judicial Building wiped down with lemon oil.

13. WORK TO BE PERFORMED SEMI-ANNUALLY:

- A. Courthouse main lobby and hallway floor stripped and waxed.

- B. Detention Center lobby and hallway floors stripped and waxed.
- C. Judicial Building lobbies stripped and waxed.
- D. Interior of windows cleaned with a "Windex" type product.
- E. Wooden desks, chairs, etc. polished.
- F. Maintenance rooms and closets cleaned.

14. **WORK TO BE PERFORMED ANNUALLY:**

- A. All office vinyl floors stripped and waxed.
- B. Carpet in offices shampooed.
- C. Venetian blinds removed, washed and replaced.
- D. Wash 1st and 2nd floor outside windows of Panola County Courthouse and Panola County Sheriff's Department.

ON ALL WORK REQUIRED TO BE PERFORMED QUARTERLY, SEMI-ANNUALLY AND ANNUALLY, CONTRACTOR WILL PROVIDE THE CONTRACT ADMINISTRATOR A DETAILED WORK SHEET WITHIN FIFTEEN (15) DAYS THAT WILL SHOW WHAT WORK WAS PERFORMED, WHEN IT WAS PERFORMED, AND WHO DID THE WORK. PANOLA COUNTY RESERVES THE RIGHT TO REQUEST SUCH DOCUMENTATION ON ALL WORK PERFORMED UNDER THESE SPECIFICATIONS.

EXPOSITION CENTER:

To be cleaned on a monthly basis either at the beginning or end of each month.

SUPPLIES:

- 15. Contract will supply equipment (including floor scrubber and industrial type vacuum). Panola County will furnish all cleaning supplies (including trash can liners), restroom supplies (including toilet tissue, hand towels, hand soap and room deodorant).

CONTRACT PERIOD:

- 16. Contract will be for a period beginning January 1, 2016 and ending December 31, 2016.
- 17. This Contract is non-assignable and cannot be sublet to any third party.

CANCELLATION

- 18. Panola County has the right to cancel Contract with successful bidder by giving thirty (30) days written notice of intent to cancel for failure to satisfactorily perform any of the terms, conditions or obligations required. Any misconduct, unsatisfactory service or work or violation of the bid requirements is grounds for termination.
- 19. Contract shall have the right to cancel only for non-payment.

COMPENSATION:

20. Payment for services will be made in equal monthly installments during the term of the Contract with payment being due on or before the 10th of the month following service upon receipt of an invoice from Contractor.

BID FORM AND CONTRACT HOUSEKEEPING

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

I (we) hereby agree to perform janitorial services at the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center as set out in the foregoing Invitation to Bid and Specifications (which shall be attached to and made a part of this contract) for the period of January 1, 2016 to December 31, 2016 for the sum of:

JANITORIAL SERVICES:

\$ 4,775 Per Month

Exceptions to specifications: _____

NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

[Signature]
SIGNATURE
710 Spring Street
ADDRESS
903-692-0121
TELEPHONE NUMBER

Jani-King of Shreveport
COMPANY NAME
Shreveport LA 71101
CITY STATE ZIP
11-9-15
DATE

ACCEPTED:

Lee Ann Jones

COUNTY JUDGE

11-9-15

DATE