

**CONTRACT FOR SUPPLY OF COMMODITIES**  
**Janitorial Supplies, Materials, and Equipment**

This Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of August, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Kleen Supply Co., a Texas Corporation, located at 2428 Church, Galveston, Texas 77550. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

**WHEREAS**, the City of Galveston desires to obtain commodity supply services in connection with JANITORIAL SUPPLIES, MATERIALS, AND EQUIPMENT within the City of Galveston ("City") and KLEEN SUPPLY CO. ("Company") desires to provide such services; and

**WHEREAS**, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

**JANITORIAL SUPPLIES, MATERIALS, AND EQUIPMENT**

**Response to Bid 17-034**

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes, with the exception of page 31 of the response to the invitation to bid, which is not a part of the contract.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract begins on the day of execution and continues for thirty-six (36) months thereafter. This contract may be renewed by written agreement of the parties for two (2) additional one year (1) terms.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within two (2) business days of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.
7. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way

possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: This section left intentionally blank.

11. ABANDONMENT BY COMPANY: This section left intentionally blank.

12. ABANDONMENT BY CITY: This section left intentionally blank.

13. BONDS: This section left intentionally blank.

14. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at P.O. Box 2037, Galveston, Texas 77553. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

**\$2,000,000** general liability (includes products and personal, etc.)

**\$1,000,000** fire damage

**\$1,000,000** automobile damage

**\$500,000** workers compensation employers' liability

**Statutory** limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”.

17. **TERMINATION**: This Contract shall terminate upon the expiration of thirty-six (36) months from the date of execution of this Contract, unless renewed for the two (2), twelve (12) month terms. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Janitorial Supplies, Materials, and Equipment within the City of Galveston, Texas in Exhibit A and

constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney  
City of Galveston  
823 Rosenberg, Suite 203  
P. O. Box 779  
Galveston, Texas 77553

Kleen Supply Co.  
2428 Church  
PO Box 2037  
Galveston, Texas 77553

**[SIGNATURES FOLLOW ON NEXT PAGE]  
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

KLEEN SUPPLY CO.

By: \_\_\_\_\_  
Brian Maxwell, City Manager

By: \_\_\_\_\_  
Carlos Pena

ATTEST:

\_\_\_\_\_  
Janelle Williams, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Mehran Jadidi  
Assistant City Attorney

**BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

THE STATE OF TEXAS       §  
  §  
\_\_\_\_\_ COUNTY       §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Kleen Supply Co., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas



## City of Galveston INVITATION TO BID

**Bid Reference Number:** 17-034

**Project Title:** Janitorial Supplies, Materials, and Equipment

**Bid Closing Date:** 10:00 A.M.(CST), July 29, 2017

Original and 4 copies and one media source required.

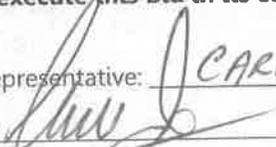
*No bids submitted after the above deadline will be accepted.*

**Contact: City of Galveston Purchasing Department**  
at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) or 409-797-3579.

## Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- Appendix A (pages 9 through 18) must be included in the bid submittal.
- Appendix B – F (pages 20 through 25) all forms must be complete and included in the bid submittal.
- Appendix I (pages 28 through 32) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
<b>ITB Number:</b>	17-034		
<b>Project Title:</b>	Janitorial Supplies, Materials, & Equipment		
<b>Submittal Deadline:</b>	Monday, June 29, 2017 @ 10:00 a.m. CST		
<b>Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550</b> <b>or by mail: City of Galveston Purchasing Dept., PO Box 779, Galveston, Texas 77553</b>			
<b>Bidder Information:</b>			
<b>Bidder's Legal Name:</b>	Kleen Supply Co.		
<b>Address:</b>	P.O. Box 2037 2428 CHURCH		
<b>City, State &amp; Zip</b>	Galv., Tx 77553 Galv., Tx 77550		
<b>Federal Employers Identification Number #</b>	76-0428335		
<b>Phone Number:</b>	409-762-0140	<b>Fax Number:</b>	409-762-0340
<b>E-Mail Address:</b>	CKleen154@cs.com		
<b>Bidder Authorization</b>			
<b>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.</b>			
Printed Name and Position of Authorized Representative: <u>CARLOS PEÑA</u>			
Signature of Authorized Representative: 			
Signed this <u>27</u> (day) of <u>JUNE</u> (month), <u>2017</u> (year)			

I learned of this Invitation to Bid by the following means:

- |  |  |
|--|--|
| <input type="checkbox"/> Newspaper Advertisement | <input checked="" type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Galveston Website       | <input type="checkbox"/> Cold Call to City                   |
| <input type="checkbox"/> Mailed Me a Copy        | <input type="checkbox"/> Other                               |

**Appendix A – Bid Document (continued)**

I. **REQUIRED BID INFORMATION.** IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

**1. Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix I. Promotional literature, brochures, or other technical information may be used. *catalogs + price list enclosed*
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed. *None Needed*
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order. *SAME DAY DELIVERY*

**2. Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
		<i>N/A</i>	\$	\$
			\$	\$
			\$	\$
<b>TOTAL ALL LINE ITEMS</b>			\$	\$

**3. Bidder's Experience / Staff**

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided; SINCE 1971  
 State the number of years' experience the business has: 46yrs and the number of employees: 9.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

**4. References**

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: <u>SODEXO / UTMB</u>	
Contact Name: <u>KURT DICKSON</u>	Contact Title: <u>GM IV - EVS DIRECTOR</u>
Phone: <u>409-392-8539</u>	Email: <u>KURT.DICKSON@SODEXO.COM</u> <u>KUDICKSO@UTMB.EDU</u>
Date and Scope of Work Provided: <u>22yrs providing UTMB with cleaning/janitorial/supplies</u>	

Reference #2:

Client / Company Name: <u>TEXAS CITY IND SCHOOL DISTRICT</u>	
Contact Name: <u>Danny Schaeper</u>	Contact Title: <u>Director Custodians</u>
Phone: <u>(409) 739-14397 (c)</u>	Email: <u>dschaepa@tcisd.org</u>
Date and Scope of Work Provided: <u>20yrs providing district with cleaning/janitorial supplies</u>	

Reference #3:

Client / Company Name: <u>CITY OF TEXAS CITY</u>	
Contact Name: <u>Debbie Gurka</u>	Contact Title: <u>Purchasing</u>
Phone: <u>409-643-5950</u>	Email: <u>dgurka@texas-city-tx.org</u>
Date and Scope of Work Provided: <u>20 years providing city with cleaning/janitorial supplies</u>	

5. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This bid \_\_\_ (does)  (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. **Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: 17604283352
- B. Prime contractor HUB / MWBE registration number: 17604283352 # 016432  
EXP 6/18
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # 466-88-4419.

7. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase.**                       **No, Only the City can purchase.**

8. **Term of Contract and Option to Extend:**

**Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional twelve (12) month periods, at one year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION ..... 4 %  
 SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... 4 %  
 THIRD ADDITIONAL YEAR (FY 2020) ESCALATION ..... 4 %  
 FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION ..... 4 %

**9. Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Klaen Supply Co.

Contract #: 17-034

\* Description: Cleaning/janitorial/industrial supplies  
First downtown business opened after Hurricane Ike (7 days  
after storm) providing supplies to City + County



Primary Contact (Name): CARLOS PEÑA  
 Primary Contact Phone Numbers: Home:      Cell: 409-739-0800 or 739-1069  
 Secondary Contact (Name): Johnny Delosantos  
 Secondary Contact Phone Numbers: Home:      Cell:       
 After Hours emergency opening fee, if applicable: \$     0    

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.**

**1. Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives,

takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. **Miscellaneous**

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance

payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

### 3. **Financial Responsibility Provisions**

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix I) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful

Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE  
USE  
ONLY**

Date  
Received

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

N/A

**2.  Check this box if you are filing an update to a previously filed questionnaire.**

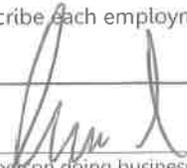
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes       No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
 Yes       No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes       No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.   
Signature of person doing business with the governmental entity

6/26/17  
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

## Appendix C – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR  
DEEMING YOUR BID OR PROPOSAL  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

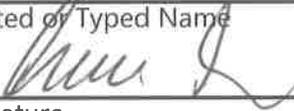
I owe City property taxes that are delinquent on property located at

---

---

CARLOS PEÑA

Bidder's Printed or Typed Name



Bidder's Signature

6/28/17

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

## Appendix D – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

I am not related by blood or marriage to any official or employee of the City of Galveston

I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this bid are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_



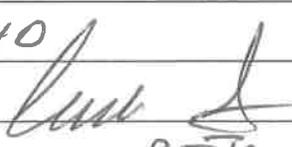
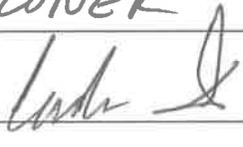
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

## Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Kleen Supply Co  
ADDRESS P.O. Box 2033  
Galveston, Tx 77553

---

PHONE 409-762-0140  
FAX 409-762-0340  
BIDDER (SIGNATURE)   
BIDDER (PRINTED NAME) CARLOS PEÑA  
POSITION WITH COMPANY OWNER  
SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID   
COMPANY OFFICIAL (PRINTED NAME) CARLOS PEÑA  
OFFICIAL POSITION OWNER

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

# Appendix F – Document 00435

## THE CITY OF GALVESTON, TEXAS

*DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.*

### **BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

CARLOS PEÑA

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

## Appendix G – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston  
Purchasing Division  
PO Box 779  
Galveston, Texas 77553

City of Galveston  
Purchasing Division  
823 Rosenberg St. Room 306  
Galveston, Texas 77550

Please check all items that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston          | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Cannot submit electronically                                   |   |

COMPANY NAME (Please print): \_\_\_\_\_

Authorized Officer Name (Please print): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

You may also email this form to: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

## Appendix I – Scope of Work

1. **Project Title: Janitorial Supplies, Materials, and Equipment.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

3. **Special Conditions**

No bid bond will be required for this solicitation.

4. **Bid Evaluation Factors -**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	June 12, 2017
Deadline for Submittal of Written Questions	June 21, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	June 29, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	July 3, 2017
Anticipated Award Date	July 27, 2017

## 7. Scope of Services

### **General Information:**

It is the intent of the specifications that the offeror furnish various hardware supplies and materials required by the City of Galveston for the period of the agreement. The agreement shall be for thirty-six (36) months from the date of an executed contract, with two (2) optional twelve (12) month renewals. The contract may be awarded to multiple offerors. Award does not guarantee the purchase of any of the products from the offeror(s) by the City of Galveston.

Delivery shall be required at no additional cost to the City of Galveston to the desired City locations. All prices quoted shall include delivery to the City of Galveston.

The City of Galveston may purchase a one (1) or more products, on an as needed basis. There shall be no minimum order on any product.

City staff ordering supplies must properly identify their name and department at point of sale or delivery.

### **Purchase Orders:**

The awarded vendor must receive a Purchase Order number from the City of Galveston prior to pick up or delivery of goods by a City of Galveston employee or department.

Each order must include a delivery ticket/packing list referencing the City's Purchase Order number.

### **Invoices:**

Invoices shall be mailed to City of Galveston, Finance Department, PO Box 779, Galveston, Texas 77553. Invoices shall be submitted to the City after each order. All invoices must reference the appropriate Purchase Order. Invoices shall include additional detailed information such as an itemized listing of the items ordered to include, but not be limited to the following:

- Complete item description
- Unit of measure for item, including packaging
- Quantity of Items ordered
- Catalogue/Retail Price per item
- Discounted price per item
- Extended price per line
- Total price of all items

The City of Galveston is tax exempt, no taxes will be added to any invoice. A tax exempt form will be provided to the awarded vendor(s) after the contract is fully executed by the City

### **Pricing:**

The City will base the award on the best value method; which includes price. Pricing shall be a percentage (%) points/discount off of offeror's shelf price (including sale prices) or catalogue pricing, if the item must be ordered by the City.

All pricing shall be firm and shall not be subject to escalation for the term of this contract.

The City of Galveston reserves the right to negotiate discounts with the awarded vendor for new items offered and for discount modifications to reflect changes in high volume purchases.

**Substitutions:**

Awarded vendor must fulfill order as specified by verbal, faxed, or emailed purchase orders. Substitutions will not be allowed without the prior consent of the purchaser and/or Purchasing Department.

Vendor substitutions shall be of equal or better quality at equal or less price than the original item requested and shall be accepted with prior approval only.

**Backorders:**

Vendor must notify the purchaser and/or Purchasing Department immediately of any items that are back ordered. Brazoria County may cancel orders of back ordered items as may be in the best interest of the County. Back orders must be held to a minimum.

**Returns:**

Awarded vendor shall accept any return for items incorrectly shipped, delivered, ordered, and/or damaged with no restocking fee.

There shall be no charge to the City of Galveston for returned items and invoices shall be promptly corrected or credited.

**Bidding and Award:**

Bids shall be submitted on the bid forms attached. The bids should include all state and/or federal fees if applicable. The City reserves the right to reject any and all bids and to award all or any part of these requirements to any bidders(s) as the best interest of the City may require, giving due consideration to price discounts offered, quality of product, adjustment policy, distribution and delivery facilities available.

The City of Galveston reserves the right to re-bid this item at any time at its own discretion.

**CITY OF GALVESTON OFFER SHEET**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Offeror shall list categories and minimum percentage (%) off list/store retail or percentage (%) above cost. Sub-Categories that have different discounts may be listed if applicable. For example under the main category of Building Supplies, sub-categories could be: lumber; roofing, drywall etc.

Offeror may attach additional pages if required.

**BID (%) OFF LIST / STORE RETAIL OR (%) ABOVE COST AS APPLICABLE**

Category	Minimum % Off List / Store Retail (please state)	% Above Cost
<b>Example: Janitorial Supplies</b>		
<b>Example: Materials</b>	<b>Example: 20% Off List</b>	
<b>Example: Equipment</b>		<b>Example: 6%</b>
Kleen Supply Catalog VOL 27	30% DISC. unless otherwise noted below	
Plastic bags	25%	
Floor Mats	20%	
Food Service Disp.	25%	
OFFICE SUPPLIES	20%	
Water & Drinks	25%	
Safety Supplies	25%	
Buckeye Products	15%	
Clarke floor Equip.	10-20%	
Swimming Pool Supplies	20%	
Chemicals	20%	
Equipment	15-20%	

**List City of Galveston locations within a 20 mile radius of the City of Galveston:**

ALL City of Galveston locations are within a 10 mile radius of our downtown, centrally located facilities.

**Provide a general description of variety of items usually carried in stock, such as can liners, paper products (e.g. paper towels and toilet paper), soap (e.g. hand soap for dispensers), and mop heads, etc. You may use a separate sheet or a copy of inventory list attached to this document.**

Kleen Supply Company, located in downtown Galveston since 1971, is a full line cleaning/janitorial equipment and supplies distributor with products including paper, plastics, and equipment.

We stock full lines of floor machines and mopping equipment in addition to industrial, maintenance, and safety supplies.

Kleen Supply also offers a full line of food service supplies, including disposables and wholesale groceries.

In addition, Kleen Supply also stocks a full line of supplies, equipment, and chemicals used in maintaining swimming pools.



**Date:** 6/13/2017  
**To:** Prospective Bidders  
**Subject:** Addendum No. I  
Date Correction

**This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 6/12/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.**

---

Please be advised that there is an error in the documents as it relates to the deadline for the Submissions. The correct due date on this particular project is June 29, 2017 at 10am CST.

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

  
\_\_\_\_\_  
Authorized Signature

6/28/2017  
\_\_\_\_\_  
Date

CARLOS PEÑA  
\_\_\_\_\_  
Printed Name

Kleen Supply Co  
\_\_\_\_\_  
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – BID # 17-034  
REQUEST FOR INFORMATION # 1  
JANITORIAL SUPPLIES, MATERIAL, AND EQUIPMENT

Date: 7/7/2017

To: Mr. Carlos Pena

Subject: RFI No. 1  
Janitorial Supplies, Material, and Equipment

---

Please submit a complete price list of your offerings for the above solicitation.

Thank you for your assistance. Provide the response in an email to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov); within 3 business days from the date of the RFI. Send the acknowledgement of receipt of RFI #1 to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). The response must include this RFI with a signature from the person that signed the original documents.

A handwritten signature in black ink, appearing to be "Juan L.", written over a horizontal line.

Authorized Signature

A handwritten date "7/10/17" in black ink, written over a horizontal line.

Date

# Kleen Janitorial Supply Company

## Product List for the City of Galveston

### Paper Products

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-#422109	96 per cs	Toilet Tissue, Spring Grove,500 sheets		\$49.90 cs
CGB-#446	80 per cs	Toilet Tissue, Scott, 500 sheets		\$75.80 cs
CGB-#4427780	12 per cs	Toilet Tissue, Jrt Jr		\$36.90 cs
CGB-#50606	6 per cs	Roll Towel, Scott		\$48.50 cs
CGB-#4427640	12 per cs	Roll Towel, Natural		\$36.90 cs
CGB-#4427680	6 per cs	Roll Towel, Bleached		\$48.50 cs
CGB-#1804	4000 per cs	Multi-fold Paper Towel, Scott		\$44.50 cs
CGB-#442774	4000 per cs	Multi-fold Paper Towel, Natural		\$32.50 cs
CGB-#442777	30 per cs	Kitchen Roll Towel, Spring Grove		\$28.90 cs
CGB-#148	20 per cs	Kitchen Roll Towel, Scott		\$44.90 cs
CGB-#4427090	1 ea	Dispenser, Center Pull, Spring Grove		\$24.00 ea
CGB-#442790	1 ea	Dispenser, Multi-fold Spring Grove		\$18.90 ea
CGB-#4427890	1 ea	Dispenser, Jrt Jr		\$18.90 ea
CGB-#1051	4 per cs	Center Pull Towels, Scott		\$51.45 cs
CGB-#422002	6 per cs	Center Pull Towels		\$38.50 cs
CGB-#52308	6 per cs	Center Pull Towels		\$32.90 cs

### Liners

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-3863	50 per roll	38 x 63 Clear		\$42.50 roll
CGB-38581	100 per cs	38 x 58 Black		\$44.50 cs
CGB-3858Y	50 per cs	38 x 58 Yellow		\$47.50 cs
CGB-4046G	100 per cs	40 x 46 Gray		\$37.90 cs
CGB-2433	1000 per cs	24 x 33 Clear		\$38.90 cs
CGB-3339	150 per cs	33 x39 Gray		\$34.50 cs
CGB-2432	500 per cs	24 x32 Black		\$33.90 cs

## Chemicals/Buckeye

Item #	Quantity	Description of Product	Unit Cost	Extended Cost
CGB-Buckeye1	1 ea	Dy-Phase Bowl Cleaner		\$4.55 qt
CGB-Buckeye5	1 ea	Equity Spray Buff		\$22.27 gal
CGB-BSC	1 ea	Sparkle Mild Acid Cleaner		\$18.40 gal
CGB-BuckeyeRev	1 ea	Revelation Stripper		\$112.00/5gal
CGB-CAS	1 ea	Castleguard Floor Finish		\$24.25 gal
CGB-SAN	1 ea	Sanicare Disinfectant Restroom Cleaner		\$3.70 qt
CGB-XL100	1 ea	XL-100 Degreaser		\$14.60 gal
CGB-GN	1 ea	Gone Carpet Spot Remover		\$6.30 qt
CGB-MHP	1 ea	Marauder Hydrogen Peroxide Cleaner		\$18.45 gal
CGB-STRUP	1 ea	Straight Up Neutral All Purpose Cleaner		\$10.95 gal
CGB-BLU	1 ea	Blue All Purpose Cleaner		\$12.45 gal
CGB-STAT	1 ea	Status Aerosol Furniture Polish		\$5.20
CGB- CIT	1 ea	Citation Floor Finish		\$20.75 gal
CGB-CLAR	1 ea	Clairion Floor Finish		\$90.00/5 gal
CGB-QUAT	1 ea	Quat Disinfectant		\$14.60 gal

## Chemicals/Various Brands

Item #	Quantity	Description of Product	Unit Cost	Extended Cost
CGB-Bleach	6 per cs	Bleach		\$16.90 cs
CGB-LysolICWipe	1 ea	Wipes, Disinfectant, Lysol IC, 160ct		\$11.98
CGB-CloroxWipes	6 per cs	Wipes, Clorox		\$54.90
CGB-#30220	2 boxes/cs	Wipers, Clorox Disinfecting		\$59.60 cs
CGB-Clorox Urine	1 ea	Urine Stain Remover and Odor Control, qt		\$5.85 qt
CGB-Chase FP	1 ea	Stainless Steel Polish Aerosol		\$5.85
CGB-#SSCH	1 ea	Stainless Steel Cleaner, Aerosol		\$5.85
CGB-#1015	1 ea	Insecticide, Quest Aerosol		\$11.90
CGB-#409	4 per cs	Glass/Surface Cleaner, 409, gal		\$45.60 cs
CGB-Windex	1 ea	Glass Cleaner, Windex, qt		\$5.40
CGB-Windex	1 ea	Glass Cleaner, Windex, gal		\$16.75
CGB-Chase-FP	1 ea	Dust and More Polish Aerosol		\$4.95
CGB-Pine-sol	1 ea	Disinfectant, Pine-Sol, 144 oz		\$13.50
CGB-Pine-sol	3 per cs	Disinfectant, Pine Sol		\$40.50 cs
CGB-CloroxClean	1 ea	Disinfectant, Clorox Clean-up, qt		\$3.85
CGB-Clorox Clean	1 ea	Disinfectant, Clorox Clean-up, gal		\$10.90 gal
CGB-LemonPlus	4 per cs	Cleaner/Disinfectant, gal		\$43.60 cs
CGB-#REC95245	12 per cs	Cleaner/Disinfectant IC Lysol Aerosol		\$72.92 cs
CGB-CometCreme	1 ea	Cleaner/Disinf, Comet Crème, 32oz		\$7.51
CGB-CloroxAny	1 ea	Cleaner/Disinf, CloroxAnywhere 32 oz		\$5.40
CGB-#CLO35306CT	12 per cs	Cleaner/Degreaser, 409, 32 oz		\$48.09 cs
CGB-SMP13012	1 ea	Cleaner/All Purpose SimpleGreen32oz		\$6.31
CGB-MrClean	1 ea	Cleaner/All Purpose, Mr. Clean,gal		\$15.75
CGB-Fabuloso	1 ea	Cleaner/All Purpose, Fabuloso, gal		\$15.50
CGB-Fabuloso28	1 ea	Cleaner/All Purpose, Fabuloso, 28oz		\$4.49
CGB-#SMP	1 ea	Cleaner, Simple Green, gal		\$21.95
EDS-Resolve	1 ea	Cleaner, Carpet Spot Remover, qt		\$11.85
CGB-Lysol	1 ea	Bowl Disinfectant/Cleaner, Lysol		\$4.85

## Cleaning Equipment and Supplies, Continued on Page 5

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-Angle Broom	1 ea	Broom, Angle		\$9.38
CGB-#28HB	1 ea	Broom, Janitor, Plastic		\$8.90
CGB-LobbyBr	1 ea	Broom, Lobby		\$8.40
CGB-BR32	1 ea	Broom, Warehouse		\$10.98
EDS-Brush	1 ea	Brush, Iron Handle		\$3.41
CGB- UtilityBrush	1 ea	Brush, Long Handle Utility		\$14.90
CGB-#22	1 ea	Brush, Sanitary, 22"		\$24.50
CGB-BowlBrush	1 ea	Brush, Toilet Bowl		\$3.45
CGB-BowlBrush	1 ea	Brush, Toilet Bowl, Rubbermaid		\$5.95
CGB-#3021	1 ea	Brush, Wash Truck, 9" Gray		\$14.84
CGB-#5638	12 per cs	Ceiling Tile, Rockface, 2'x4'		\$129.90 cs
CGB-16ozFoam	1000 cups	Cups, 16 oz, Foam		\$48.00
CGB-#0DM	50 per pk	Dust Mask, 50 count		\$11.50 pkg
CGB-20"	1 ea	Floor Pad, 20"		\$6.90
CGB-#405561	1 ea	Foil Wrap, 12" x 500' roll		\$16.50
CGB-Latex	100 per bx	Gloves, Latex, Lg		\$11.90 box
CGB-#352	10 bx/cs	Gloves, Non-Powder,S-XL, 100/bx		\$68.50 cs
CGB-36"NiftyNab	1 ea	Litter Grabber, Nifty Nabber, Unger		\$33.39
CGB-LobbyDustP	1 ea	Lobby Dustpan w/Broom		\$28.90
CGB-#CR4/6	1 ea	Mat, 4'x6', Charcoal		\$140.00
CGB-#7580	1 ea	Mop Bucket w/Wringer		\$78.50
CGB-#7580RD	1 ea	Mop Bucket w/Wringer, Red		\$129.90
CGB-#7580RD	1 ea	Mop Bucket w/Wringer, Yellow		\$68.50
CGB-L.F.16	1 ea	Mop Handle, Lay Flat		\$5.95
CGB-#M8911	1 ea	Mop Handle, Plastic		\$14.50
CGB-#M8911	1 ea	Mop Handle, Plastic		\$14.50
CGB-#1492	1 ea	Mop Handle, Wedge		\$6.95
CGB-24oz	1 ea	Mop Head, Cotton, 24 oz		\$8.95
CGB-5/36	1 ea	Mop Head, Dust, 5"x36"		\$25.90
CGB-16oz	1 ea	Mop Head, Lay Flat Cotton 16 oz		\$7.85
CGB-#503	1 ea	Mop Head, Looped Orange, Lg		\$13.90
CGB-32oz	1 ea	Mop Head, Saddle, Cotton, 32 oz		\$10.85
CGB-5/24	1 ea	Mop, Complete, Dust, 5"x24"		\$15.50
CGB-16oz	1 ea	Mop, Lay Flat Cotton Deck, 16 oz		\$7.85
CGB-5/18	1 ea	MopHeadFramew/Handle,Dust,5"x18"		\$28.90
CGB-Plunger	1 ea	Plunger		\$4.25
CGB-24"PushBrm	1 ea	Push Broom, 24", Gray		\$24.46
CGB-25lbWhite	25 lbs/bx	Rags, Deluxe White, 25 lbs		\$25.90 box
CGB-Micro	36 per pk	Rags, Microfiber		\$24.50 pk
CGB-GRN	1 ea	Sponge Scrubber		\$1.50
CGB-Trigger	1 ea	Sprayer w/Bottle		\$2.10
CGB-24"Nifty	1 ea	Squeegee, Unger, 24"		\$24.80
CGB-Blu	1 ea	Towel, Blue Shop		\$1.95

CBG-TerryTowel	60 per pk	Towels, White Terry		\$34.50 pkg
CBG-#EXC160	1 ea	Urn, Round Sand		\$64.28
CBG-#6795B	1 ea	Vacuum Belt, Sanitaire		\$1.05

### Swimming Pool Supplies/Chemicals

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-100lb	100 lb tub	Chlorine, Granular, 100 lbs		\$160.00
CGB-#TXCHL101	1 ea	Chlorine, Liquid, gal		\$7.90
CGB-#072928	1 ea	Diffuse Assembly w/O Ring		\$79.80
CGB-#073131WF	1 ea	Impellor, 3 HP, Pentair		\$84.10
CGB#WFK12/011571	1 ea	Motor #H755, 3 HP, Pentair		\$590.00
CGB#TXAXCID0201	1 ea	Muriatic Acid, gal		\$5.85
CGB-#PS1000	1 ea	Seal Gasket		\$14.50
CGB-#357102	1 ea	WF Pump Gasket Housing, Pentair		\$9.82

### Deodorants

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-#TMS	12 per cs	Aerosol Deodorant		\$68.00 cs
CGB-#TMS	1 ea	Aerosol Deodorant, Yankee Candle		\$8.20
CGB- LysolAerosol	12 per cs	Disinfectant Deodorizer, Aerosol Lysol		\$98.00 cs
EDS-Odor Ban	1 ea	Disinfectant Deodorizer, Odor Ban gal		\$20.90
CGB-LysolAerosol	1 ea	Disinfectant Deodorizer, Aerosol Lysol		\$6.85
CGB-#KRYPBS	1 doz per pk	Urinal Deodorant Blocks		\$14.50 doz
CGB-#KRYPBS	1 doz per bx	Urinal Deodorant Blocks w/Screen		\$28.90 box
CGB#FRS2WD560SAP	1 doz per pk	Urinal Deodorant Wave Screen		\$28.90 doz

### Hand Soaps/Detergents

Item #	Quantity	Description of Product	Unit Cost	Extended Price
CGB-Dawn	8 per cs	Dish Detergent		\$32.40 cs
CGB-Palmolive	1 ea	Dish Detergent, Antibacterial		\$5.40
CGB-#9008-1120	6 per cs	Hair, Hand, Body Wash		\$74.94
CGB-#GOJ0955-04	1 ea	Hand Cleaner, Gojo Org Pumice gal		\$23.59
CGB-Purell	1 ea	Hand Sanitizer, 2 Liter Pump		\$39.80
CGB-#9009-1120	6 per cs	Hand Soap, Foam, Green Seal Certified, Buckeye		\$56.20
CGB-Dial	1 ea	Hand Soap, Liquid, Dial, gal		\$14.50
CGB-#9001-1120	6 per cs	Hand Wash, Foaming, Pink, Buck		\$72.50
CGB-#99610068	1 ea	Soap Dispenser, Buckeye		No Charge