



**Invitation For Bid TAC511K
Janitorial Services
Asset Management Department
Issued: August 27, 2021**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC511K

DESCRIPTION: Janitorial Services (Commodity Code(s): 910-39)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, October 06, 2021 and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Darin Johnson, Buyer

darinjohnson@cityoftulsa.org

Include **TAC511K** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC511K** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a seller on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date Wednesday, September 15, 2021 Time 10:00am CST; and Wednesday, September 22nd, 2021 Time 10:00am CST

Location: 175 E 2nd St, Tulsa, OK 74103 10th Floor South Conference Room

Attendance at either of the two Pre-Bid Conference is required to submit a Bid.

Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required (USB drive, CD . . .).

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____



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**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC511K Janitorial Services

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no agreement unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award agreements or legally obligate the City to any agreement. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future agreements or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of agreement terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards an agreement to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: _____

To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Darin Johnson, Buyer
175 E 2nd Street, 15th Floor
Tulsa, OK 74103

18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent seller with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes,



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withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () -
Telephone Number _____ Fax Number _____ Email Address _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any agreement pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective agreement, or as to any other terms of such prospective agreement, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of an agreement.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this agreement is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the agreement, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the agreement or purchase order.

By: _____

Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized



Tulsa
CITY OF
A New Kind of Energy.

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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting agreement.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ▶

Printed Name: _____

Title: _____

Date: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

- 1. PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
- 2. DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. "Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of an agreement to the Bidder/Seller.
 - B. "Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. "Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. "Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. "Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. "Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. "Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. "Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. "City"** shall mean the City of Tulsa, Oklahoma.
 - J. "Days"** shall mean calendar days unless specified otherwise.
 - K. "Primary Seller"** shall mean the Seller whose Bid City selected as the principal seller of the Goods and/or Services required under this Agreement.
 - L. "Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing agreements herein.
 - M. "Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, 15th Floor, Tulsa, Oklahoma 74103
 - N. "Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up seller in the event the Primary Seller is unable to provide all the Goods and/or Services required.
 - O. "Seller"** shall mean the Bidder whose Bid City selected and awarded an agreement.
 - P. "You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded an agreement.
 - Q. "Website"** shall mean the City of Tulsa's website for the Purchasing Division: www.cityoftulsapurchasing.org.



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- 3. QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the agreement is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any agreement recommendation or Acceptance may be rescinded, or any agreement may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any agreement resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
- 5. EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent agreements are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing agreements, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
- 11. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm agreement.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND**



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TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.

- B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

12. BID REJECTION OR WITHDRAWAL.

- A.** City may reject any or all Bids, in whole or in part.
- B.** **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C.** A Bid may be rejected if Bidder is currently in default to City on any other agreement or has an outstanding indebtedness of any kind to City.
- D.** City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E.** Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

13. BID RESULTS. A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After an Agreement award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

14. PURCHASE ORDER. In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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15. **BID AWARD.** If an agreement is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the agreement, as well as operating costs, delivery time, maintenance requirements, performance data, history of agreement relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award an agreement by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards an agreement to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: Yes: X No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for agreement award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: No: X

B. Performance Bond. If the box is checked "Yes," the Performance Bond is required:

Yes: No: X

6. References. If the box is checked "Yes," References are required:

Yes: X (5) No:



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For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name: _____
 Contact Name: _____
 Address: _____
 Phone number: _____
 Email Address: _____
 Relationship: _____

Company Name: _____
 Contact Name: _____
 Address: _____
 Phone number: _____
 Email Address: _____
 Relationship: _____

Company Name: _____
 Contact Name: _____
 Address: _____
 Phone number: _____
 Email Address: _____
 Relationship: _____

Company Name: _____
 Contact Name: _____
 Address: _____
 Phone number: _____
 Email Address: _____
 Relationship: _____

Company Name: _____
 Contact Name: _____
 Address: _____
 Phone number: _____
 Email Address: _____
 Relationship: _____

7. Purchase Card: Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

Yes:____ **No:**____



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TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source for furnishing Janitorial Services on an annual basis at various locations for the City of Tulsa. (See TABLE A)

**TABLE A
JANITORIAL CLEANING REQUIREMENTS**

Item #	Location	Address	Area
1	Fire Department (Academy)	1760 Newblock Park Drive	18,675 SF
2	Fire Department (Visual Aids)	1790 Newblock Park Drive	1,200 SF
3	Fire Chief's Office (DAYTIME ONLY 8am to 4pm)	1420 Charles Page	1,936 SF
4	Equipment Management Body Shop Garage	1720 Newblock Park Drive	1,835 SF
5	Equipment Management Fire Garage	1790 Newblock Park Drive	705 SF
6	Fire Department Supply Offices	Fire Department Complex	600 SF
7	Facilities Maintenance Shop Offices	106 West Archer	1,900 SF
8	Fire Training Center (DAYTIME ONLY 8am to 4pm)	2819 N. New Haven Ave.	9,075 SF

SF = Square Feet

SCOPE OF WORK:

- SERVICES/SUPPLIES/EQUIPMENT:**
Seller shall furnish all necessary labor, tools, appliances, equipment, supplies, maintenance and other accessories, services and facilities to perform the custodial services at the City facilities designated in this invitation for bid other than supplies supplied by the City of Tulsa.
- SCHEDULING:**
Seller shall be responsible for the scheduling of the cleaning requirements specified herein per TABLE B. All services shall be performed during the frequency schedules prescribed in this agreement and all work shall be completed without interfering with the proper performance of City of Tulsa day-to-day procedures within the facilities. The City reserves the right to approve and make suggested changes to the schedule set up by the Seller.
- CLEANING REQUIREMENTS:**
The specific cleaning requirements specified herein establish the minimum cleaning requirements. It is expressly understood by the Seller that the intent of this agreement is to supply the complete custodial services for the interior and exterior portions of the buildings listed.
- AREA INCLUDED IN THE AGREEMENT:**
All offices, foyers, hallways, entryway and doors, windows, stairways, closets, conference rooms, hearing rooms, libraries, restrooms, break rooms, coffee rooms, elevator cabs, sidewalks up to 6 Ft. around entire location, storage areas, and interior windows or partitions as applicable to this agreement.
- AREA EXCLUDED FROM THE AGREEMENT:**
No work is required in elevator pits.
- LABOR HOURS:**
Seller shall guarantee a minimum of labor hours, including lead personnel, on all shifts. These guaranteed minimum labor hours are for general purpose cleaning only. Additional labor for periodicals will be required and each Bidder shall include the labor for such periodic work in their total cost per month of each bid item. If Seller supplies less than the guaranteed labor hours a deduction of \$15/hour will be made for each labor hour not supplied.
- INITIAL CLEANING:**
Upon cleaning each area for the first time, as identified on the task and frequency schedule of this agreement, the Seller shall remove all residual, accumulated dirt and soil; even though such dirt and soil may have been in existence prior to the effective date of this agreement.



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SUPPLIES:

Seller Furnished Supplies:

The Seller will furnish all necessary supplies other than those listed as supplied by the City of Tulsa including but not limited to cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and other products required to provide the cleaning services at all locations listed in TABLE A. Supplies shall be of the highest quality and the most suitable type or grade for the work specified under agreement.

City of Tulsa Furnished Supplies:

The City of Tulsa shall provide the following supplies for this agreement and the Seller will use these supplies to fill dispensers also supplied by the city.

Toilet Tissue

Paper Towels

Liquid Hand Soap

UNDER NO CIRCUMSTANCES ARE CITY OF TULSA SUPPLIES TO BE USED IN THE CLEANING OF ANY CITY OWNED FACILITIES COVERED BY THIS AGREEMENT.

Sanitary napkin and tampon vending machines will be the total responsibility of the Seller.

This includes vending and maintenance of each unit. Seller will provide product.

EQUIPMENT:

Seller Furnished Equipment:

The Seller shall furnish all equipment for accomplishment of all work specified at all locations listed in TABLE A. Seller's equipment shall be of the size and type suitable for accomplishment of the various types of work described herein and for operating from existing sources of City furnished electrical power

Equipment Inspection:

All equipment and attachments necessary to perform the Work described in these Agreement Documents must be available for inspection at the site named in the Agreement. The equipment and attachments must be in new condition and capable of performing the Work for which they were intended. If new equipment is on order, purchasing documents that describe the equipment sufficiently for evaluation must be available for review by Building Operations Section of the Asset Management and Development Department or authorized representative. Such equipment must be on the job site within 30 calendar days from the date of the inception of the agreement. The new equipment will be subject to inspection for compliance

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MANDATORY BID REQUIREMENTS:

1. Pre-Bid Conference:

Any person bidding on this agreement **MUST ATTEND** a mandatory pre-bid conference.

2. Site Inspections:

All potential Bidders, except current Seller, must participate in a pre-bid walk-through inspection of the site(s) conducted by an authorized City representative in order to familiarize themselves with any conditions, which may affect performance and/or bid prices. The walk-through inspection tour will be immediately following the pre-bid conference. Bidders must arrange for their own transportation.

“ALL BIDS SUBMITTED WHERE THE PRE-BID CONFERENCE OR PRE-BID WALK-THROUGH INSPECTION HAS NOT BEEN COMPLETED BY THE SELLER MAY BE CONSIDERED AS NON-RESPONSIVE AND REJECTED.”

3. SUBMITALS:

A. Bidder's Equipment:

As part of the bid submission, the Bidder should submit a list of all equipment intended for use to accomplish the terms of this agreement, listing the name of the item, manufacturer, brand name and model of item to be used, and applicable equipment specifications for those items submitted. The City reserves the right to reject any equipment used in this agreement and such equipment shall be replaced with equipment approved by the City.

B. Bidder's Supplies:

As part of the bid submission, the Bidder should submit a list of all chemicals and cleaning agents intended for use to accomplish the terms of this agreement, listing the name of the item, manufacturer and brand name for those items submitted. The City reserves the right to reject any chemical and/or cleaning agent used in this agreement and such shall be replaced with a product approved by the City.

“ALL BIDS SUBMITTED WITHOUT AN EQUIPMENT SUBMITTAL AND/OR SUPPLY SUBMITTAL MAY BE CONSIDERED AS NON-RESPONSIVE AND REJECTED”

4. WORK SCHEDULE:

The Seller shall provide all scheduled work under the agreement as outlined in the “TASK AND FREQUENCY SCHEDULE REQUIREMENTS”.

5. SELLER MATERIAL SAFETY DATA SHEETS (MSDS)

The Seller will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act and other Federal, State or local regulations, which affect custodial and housekeeping operations.

One- (1) set of Material Safety Data Sheets must be supplied to Public Works/Building Operations on all chemicals and cleaning agents utilized under this agreement within five (5) days after agreement award.

All chemicals utilized in City facilities must be properly identified with manufacturer's label and name of custodial company on each container.

6. TELEPHONE AND FAX MACHINES:

- **Sellers must have and maintain a phone number where they can be contacted within thirty- (30) minutes, seven- (7) days per week.**
- **Sellers must also have and maintain a separate working fax number where copies of reports and other information can be sent as needed.**

7. SUPERVISION AND TRAINING OF EMPLOYEES:

The Seller shall provide supervision and appropriate training to assure competent performance of the work and the Seller or his authorized agent will make sufficient daily routine inspections to ensure that the work is performed as required by this Invitation For Bid. Copies of these inspection reports will be provided to the City daily.

Seller's Job Manager and Supervisors must be literate and fluent in the English language, because of the necessity to read chemical labels, job instruction and signs, as well as the need for conversing with management personnel or other City of Tulsa employees.

8. ASSIGNMENT OF EMPLOYEES:

The Seller hereby agrees that any of its employees who may be assigned to the City of Tulsa buildings to satisfy Seller's



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obligations under this Agreement, shall be used exclusively for that purpose during the hours that they are working in areas covered by this Agreement and shall perform no other custodial work at the City of Tulsa facilities. If any employee is deemed unsuitable by the COT then that employee shall be replaced.

SECURITY:

HANDLED THROUGH BUILDING OPERATIONS:

1. EMPLOYMENT OF ILLEGAL ALIENS BY SELLER PROHIBITED:

Seller is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have a birth certificate, Certificate of Naturalization, Immigration card, or a special entry permit.

2. SECURITY CLEARANCE:

Prior to commencing any work under this agreement, the City of Tulsa requires that the Seller and any principals, officers or employees who will work on City premises undergo an enhanced background check. The Seller shall ensure this requirement is met and pay for all costs associated with obtaining clearances.

- A. Seller must submit to this office within fourteen- (14) days prior to the starting date of this agreement a completed Oklahoma State Bureau of Investigation (OSBI) Form #CHRD01 "CRIMINAL HISTORY INFORMATION REQUEST" for all principals, officers or employees who will work on any City premises covered by this agreement. This report must be current and performed **within the past thirty -(30) days**.
- B. This same "CRIMINAL HISTORY INFORMATION REQUEST" requirement must be met for all new employees added during the term of the agreement and must also be submitted to this office within **fourteen- (14) days** prior to working in City facilities. This report must be current and performed **within the past thirty- (30) days**.
- C. This office and City of Tulsa Security shall be notified within **twenty-four- (24) hours** of any changes of employment pertaining to employees that work in City of Tulsa buildings.
- D. Identification badges shall be returned to City of Tulsa Security and notices of termination shall be faxed to this office within **seventy-two- (72) hours**, upon termination of an employee for any reason.
- E. Official City of Tulsa identification badges shall be issued by City of Tulsa Security and shall be worn and displayed at all times by all Seller or Seller's employees while on City's premises. (Cost of badges to be paid for by the Seller)

FAILURE TO COMPLY WITH A, B, C OR D OF THE ABOVE SECURITY CLEARANCE SECTION MAY CAUSE CANCELLATION OF THIS AGREEMENT.

- 3. Only authorized Seller employees are allowed on the premises of the City of Tulsa buildings. Acquaintances, family members, assistants or any other person shall not accompany Seller employees in their work area unless said person is an authorized Seller's employee.
- 4. Minors, including family members of the Seller or their employees, are not to be on the project sites during agreement work hours and are prohibited from performing any work under this agreement.
- 5. **Doors, Windows, Alarms & Lights**
 - **All outside entrance doors and windows shall be secured at all times.**
 - All interior and exterior doors shall be checked and locked on completion of cleaning with any alarm systems restored.
 - All interior doors in secure areas must remain locked except while work in the immediate area is in progress.
 - All lights in unoccupied areas shall be turned off on completion of cleaning, except where centrally controlled.

Seller's employees are specifically prohibited from signing for or acknowledging receipt of deliveries to City Departments



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6. KEYS:

The Seller will be provided with keys to allow access to rooms or buildings, which require cleaning. Building keys provided to the Seller will not be duplicated, nor are they to be issued to any particular individual to be retained in his possession while not physically performing duties under this agreement.

- I. **Key issue forms:** Seller shall be required to sign a key issue form for all building/room keys.
- II. **Lost Keys:** Lost keys will be replaced by the City at a cost of \$18.00 each to the Seller. At City's option building locks may be re-keyed at Sellers expense per "Breach in Security".
- III. **Broken Keys:** Broken keys will be replaced by the City at a cost of \$5.00 each to the Seller. Any key replaced without the broken key being returned shall be considered a lost key.
- IV. **Breach in security:** A breach in security shall result from the loss of keys, non-returned broken keys, or keys not being returned thereby requiring that locks be changed or re-keyed. **A charge of \$50.00 per lock will be made.**

ANY BREACH IN SECURITY SHALL BE TAKEN INTO ACCOUNT BEFORE AWARD OF FUTURE AGREEMENTS WITH THE CITY OF TULSA.

7. TELEPHONE SERVICE:

Supervisors (ONLY) shall be allowed job-related use of local City telephone service at no cost to the Seller. Seller will pay the cost of repairing any damage caused by Seller's employees to the telephone equipment over and above normal wear and tear. No toll charges will be allowed for the Seller and/or Seller's employees. A list of emergency telephone numbers will be maintained at the work locations by the Seller and shall include the Police and Fire Departments.

8. GENERAL INFORMATION:

1. WORK REPORTS AND SIGN IN SHEETS: (Supplied by the City of Tulsa)

The work report shall be signed and dated daily by Seller and contain the following information as a minimum:

Discrepancies from the routine work scheduled and an explanation of the circumstances involved.

Any property or equipment not in a serviceable or operating condition, listed by description and location.

Damage, vandalism or broken windows by description and location

Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the Seller's foreman and the Building Operations Section of the Asset Management and Development Department or authorized representative. A summary of the incident and resolution shall be contained in the nightly report.

Each person working in City facilities will be required to sign in and out and under no circumstances shall any individual enter another person's name or time on this form.

"FAILURE TO SIGN THE SIGN-IN SHEET WILL RESULT IN BEING COUNTED AS SKIPPED SERVICE WITH CORRECTIVE ACTION TAKEN AS LISTED PER SELLER'S PERFORMANCE"

2. INSPECTIONS:

The Asset Management Department representative may conduct random daily inspections of the areas covered under this agreement.

Any major complaints that required documentation of services performed or alleged violation of the agreement either by Seller or the City shall be filed by either and/or both parties in writing to Asset Management Department, within twenty-four (24) hours after the infraction.

3. PAYMENTS: Seller shall be paid on a monthly basis in arrears:

a. First- (1) Invoice:

First- (1) invoice shall be for the entire month, starting on the 1st day of the month and ending with the last day of the month.

b. Monthly Invoices:

Additional invoices shall be processed in the same manner as the first invoice.



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c. Last Invoice:

Last invoice shall not be accepted or processed until all keys, access cards and identification cards have been returned to this office. Any and all discounts offered by the Seller shall not commence until the last invoice has been accepted.

d. Completed Invoices:

All invoices shall include the TAC number and Agreement number and have the cost broken down for each location, line by line, and a total invoice cost. Invoices submitted without the correct information shall be incomplete and not accepted.

Copies of completed invoice(s) shall be submitted to the following address for review.

**City of Tulsa
Asset Management/ Building Operations
175 E 2nd Street 14th Floor
Tulsa, Oklahoma 74103**

4. ADDITIONAL REQUESTED SERVICES AND SERVICE REDUCTIONS:

a. Additional Service Requests:

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Building Operations Section of the Asset Management and Development Department or authorized representative, the Seller may be requested to perform the additional services.

The Seller will be reimbursed by the City on the basis of the hourly labor rate specified by the Seller in Bid Price Schedule of this agreement, plus the City of Tulsa approved cost of the materials needed for the additional cleaning service.

b. Suspension of Services:

The City of Tulsa reserves the right to either temporarily or permanently suspend custodial services at various locations or areas listed in this agreement. Notice of such suspensions will be made through the Building Operations Section of the Asset Management and Development Department or authorized representative by verbal communication followed by a written letter.

Price decreases shall be based on a per square foot cost utilizing the current agreement price, approximate total square feet as listed in EXHIBIT "A" and square feet removed from cleaning.

5. SELLER'S PERFORMANCE:

When a Seller is notified that services were not provided on a scheduled date or the overall quality level was unsatisfactory, an amount equal to one month's bill pro-rated for the number of days of unsatisfactory or skipped services received in that month will be deducted from balances due or to become due the Seller. If the quality of an important portion of the services is unacceptable, then an amount will be deducted from the balance due or to become due the Seller to cover the time necessary to make the deficient function acceptable, multiplied by \$18.00 per man-hour or multiplied by the hourly labor rate specified by the Seller in the Bid Price Schedule of this agreement, whichever is greater. The minimum deduction, regardless of the time necessary to correct the deficiency, shall be \$54.00. A Seller may be allowed the option of eliminating a deduction for washroom deficiencies only. To exercise this option the Seller must begin corrective action on site within three (3) hours of notification of the deficiency. If the Seller cannot be contacted at an agreement facility site or by phone, the option to eliminate a deduction by correcting the deficiency is waived.

The Deputy Director of Asset Management/Public Facilities Maintenance or authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the agreement. If, in the opinion of the Deputy Director or authorized representative, performance becomes unsatisfactory, the City shall notify the Seller.

REPEATED DEFICIENCIES OR UNSATISFACTORY PERFORMANCE WILL RESULT IN CANCELLATION OF THE AGREEMENT

6. CLEANING SUPPLIES AND EQUIPMENT STORAGE SPACE:

Seller may store supplies; materials and equipment only in storage areas in the City of Tulsa facility premises designated by the Building Operations Section of the Asset Management and Development Department or authorized representative. Seller agrees to keep his portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the Building Operations Section of the Asset Management and Development Department or authorized representative.

UNDER NO CIRCUMSTANCES WILL MATERIALS OR EQUIPMENT BE PLACED OR LEFT IN HALLWAYS, CORRIDORS, REST ROOMS OR OTHER SPACES ACCESSIBLE TO THE PUBLIC



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7. HOUSEKEEPING SERVICE:

- a. All wet mop heads, sponges and other similar tools must be rinsed carefully after use and replaced with new or clean dry mop heads, sponges, etc., when rinsing no longer restores them to a reasonable state of cleanliness, or daily, whichever occurs sooner. Conventional brooms push or otherwise (unless otherwise specified), will not be used inside the building. Chemically treated mop heads will be used exclusively. When not in actual use, all such equipment, tools and carts will be stored or left only in the designated storage area.
- b. Dirty water and cleaning solutions shall be disposed of immediately in slop sinks or floor drains. Floors and fixtures of areas where water is obtained and disposed of shall be kept clean and sanitary at all times. All cleaning gear closets shall be mopped daily. Sinks will be cleaned daily and sink strainers or floor drain covers shall not be removed except for cleaning purposes and shall then be properly replaced. Particular care will be taken to prevent mop shreds and other such material from getting into drains.
- c. All materials and supplies shall be stored in coordination with applicable building fire regulations. In no case shall rags or cloths be permitted to accumulate in boxes or cans. However, rags may be stored in metal containers at the floor level, provided the containers are equipped with a lid which is kept in place at all times. Rags, mops, brushes, wax and other combustible materials used which contain a residue of animal, vegetable, or mineral oils are subject to spontaneous ignition and must be disposed of or stored outside of building in covered metal containers in area designated. In any area where equipment closets are shared jointly by Seller and/or building sections, the responsibility for cleaning the closet in accordance with these specifications will rest upon the Seller.

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**TABLE B
REQUIRED TASK AND FREQUENCY SCHEDULE:**

DUTIES TO BE PERFORMED THROUGHOUT THE FACILITY

GENERAL REQUIRMENTS:

DAILY SERVICES (Monday, Wednesday and Friday)

Empty Waste Receptacles and wash as needed
Empty Waste from paper shredders
Remove all liter, cans, papers, and other containers marked TRASH
Waste Receptacle liner must be replaced with **new liners**
Empty Recycle Receptacles (where applicable)
Replace chairs and waste baskets in proper place after cleaning
All waste material shall be removed to and loaded into dumpster, as provided by City, for disposal
Wet mop hard service floors of entire building with a general-purpose product to ensure clean areas
Clean corners of rooms and around telephone and electrical mounted plugs
Vacuum and spot clean all heavy traffic areas such as hallways, offices, lobby, etc. of entire building to remove daily stains and apply anti-static spray, if required
Buff main lobby, hallway floors, and heavy traffic areas do not need to be buffed every night IF THEY LOOK EXCELLENT. A hallway or lobby might very well be ok being buffed once a week. The City of Tulsa representative would make this decision consulting with Janitorial 'agreement.
Vending machines washed
Dust all surfaces up to a height of six- (6) feet, using a treated duster. Dusting shall be accomplished by the removal of soil from the area, not by moving it from one surface to another.

WEEKLY SERVICES

Clean all glass partitions and ledges
Clean all window sills
Clean exterior of refrigerators, microwave ovens, coffee makers, etc.
Wipe and clean top of shelves and file cabinets
Wash all partition glass
Spray buff floors in all areas of building to remove black marks or scuff marks and restore luster of wax leaving a even wet look floor finish.
Dust all areas - entire facility- to remove dust and cob webs
Vacuum all carpeted areas and walk-off mats Including all hard-reaching areas such as under counters, under desks, under furniture and all nook and crannies.
Wipe and clean chairs
Clean light switches and spot clean walls for fingerprints
Clean all door handles, frames and kick plates
Clean/Wash metal desk frames
Clean coat racks
Clean all heating and air conditioner supply and return vents (Ceiling, wall, floor, window units, etc.)
Wash file cabinets-totally
Spot Wash walls of entire building
Replace vacuum paper filter bags. Clean and/or replace vacuum safety filter and exhaust filters to anew or like new condition.



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QUARTERLY SERVICES (Services to be performed in March, June, September and December of each year)

Dust all surfaces over a height of six- (6) feet, using a treated duster. Dusting shall be accomplished by the removal of soil from the area, not by moving it from one surface to another
Wash all exterior window glass- entire facility – (Ground floor levels)
Wash inside of all exterior windows-entire facility
Treat wood panel walls with wood polish - entire facility (example, Old English)
Remove all dirt and wax from all hard surface floors and cove base by mopping or scrubbing with a detergent and wax remover. Rinse thoroughly and apply skid resistant wax of a type recommended by the flooring manufacturers. When wax is dry, machine buff to a smooth sheen, even wet look. Use only the strength of wax stripper needed and remove promptly and rinse to eliminate damage to floor tiles and adhesive
Shampoo all carpets and walk-off mats, including all hard to reach areas such as under counters, under furniture and all nooks and crannies (move carpet protectors).
Remove carpet stains, completely vacuum, shampoo using hot water extraction equipment and supplies, and completely re-vacuum all carpet.
Shampoo areas such as corners that are inaccessible, with manual scrubbing devices. After shampooing and allowing sufficient drying time vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic.
Remove wash splatter, wax and dirt off of cove base in all corridors and rooms. Restore cove base to a polished appearance.
Blinds dusted and/or washed in all areas of building

SEMI-ANNUAL SERVICES (Services to be performed in January and July of each year)

Wash walls, doors, cove base of entire building where wall covering permits.
Clean and wax all woodwork, wood paneling, sound panels, wood benches and doors in all areas of the building
Light fixtures (clean inside and outside of lens)
Wash all heating and air conditioner supply and return vents (Ceiling, wall, floor, window units, etc.)

**OUTSIDE AREAS AND ENTRANCES TO BUILDINGS:
Entrances are defined as ALL DOORS WHICH OPEN TO THE OUTSIDE OF BUILDING**

DAILY SERVICES (Monday, Wednesday and Friday)

Maintain all outside entrances and sidewalks up to 6 ft. around entire location
Maintain all dumpster areas
Entrances shall be cleaned and policed for the removal of dirt
All outside walls (in the immediate vicinity) of entrances canopies, and entrance lights shall be maintained clean of overhanging lint, cobwebs, mud and other dirt
Foot scrapers, entrance mats, individual trash and smoking receptacles shall be emptied and cleaned
All glass entrances to be cleaned inside and outside.
Walk-off/entrance mats spot cleaned to remove daily stains
Main lobby doors and glass cleaned and polished
Main lobby floor tile broom swept and scrubbed
Remove all cigarette butts from building entrances and sidewalks.

WEEKLY SERVICES

Sweep all sidewalks, steps, building entrance areas and ramps. Remove all accumulated gravel and sand from all sidewalks, and ramps
Ash urns are emptied, cleaned and sand replaced when dirty.



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EQUIPMENT:

Seller Furnished Equipment:

The Seller shall furnish all equipment for accomplishment of all work specified at all locations listed in TABLE A. Seller's equipment shall be of the size and type suitable for accomplishment of the various types of work described herein and for operating from existing sources of City furnished electrical power

Equipment Inspection:

All equipment and attachments necessary to perform the Work described in these Agreement Documents must be available for inspection at the site named in the Agreement. The equipment and attachments must be in new condition and capable of performing the Work for which they were intended. If new equipment is on order, purchasing documents that describe the equipment sufficiently for evaluation must be available for review by Building Operations Section of the Asset Management and Development Department or authorized representative. Such equipment must be on the job site within 30 calendar days from the date of the inception of the agreement. The new equipment will be subject to inspection for compliance

WORK TIME DESIGNATIONS:

Unless designated otherwise, the following time schedules are applicable.

Daily: Work to be performed as scheduled in **TABLE B (Monday, Wednesday and Friday)**

Weekly: Work to be performed once per week, a minimum of four- (4) days apart.

Monthly: Work to be performed once per month.

Quarterly: Services to be performed in March, June, September and December of each year

Semi-Annual: Services to be performed in January and July of each year

Annual: Work to be performed once per agreement year, within the first sixty- (60) days of each twelve (12) month period.

As needed/as directed: - The Building Operations Section of the Asset Management and Development Department or authorized representative shall determine this work.

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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. DELIVERY:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. PRICING:

The City of Tulsa does not guarantee any specific quantity or number of purchases that will be made during the agreement period. If the Seller(s) prices cannot stay competitive with the outside market, the City reserves the right to purchase from outside sources or low bidder(s).

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

3. SERVICES LABOR HOURS:

Seller MUST supply a breakdown of guaranteed minimum service labor hours for each facility item number by shift including the number of workers, lead persons and supervisors. All regular cleaning shall be done in the evening between the hours of 5 PM and 1 AM with the exceptions of Item#3 and Item#8 shall be done between 8AM and 4PM. Any required work that cannot be accomplished in this time period shall be arranged with the building occupants. All locations will be cleaned each Monday, Wednesday and Friday evening.

TABLE A

Item	Location	Address	Monday Hours	Wednesday Hours	Friday Hours
1	Fire Department (Academy) 18,675 SF	1760 Newblock Park Drive			
2	Fire Department (Visual Aids) 1,200 SF	1790 Newblock Park Drive			
3	Fire Chief's Office 1,936 SF (DAYTIME ONLY 8am to 4pm)	1420 Charles Page			
4	Equipment Management Body Shop Garage - 1,835 SF	1720 Newblock Park Drive			
5	Equipment Management Fire Garage - 705 SF	1790 Newblock Park Drive			
6	Fire Department Supply Offices 600 SF	Fire Department Complex			
7	Facilities Maintenance Shop Offices 1,900 SF	106 West Archer			
8	Fire Training Center (2 Buildings) 9,075 SF (DAYTIME ONLY 8am to 4pm)	2819 N. New Haven Ave			

SF = Square Feet



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4. FINAL PRICING SHEET

Item #	Location	Address	Cost per month
1	Fire Department (Academy)	1760 Newblock Park Drive	\$ _____
2	Fire Department (Visual Aids)	1790 Newblock Park Drive	\$ _____
3	Fire Chief's Office(DAYTIME ONLY 8am to 4pm)	1420 Charles Page	\$ _____
4	Equipment Management General Garage	1720 Newblock Park Drive	\$ _____
5	Equipment Management Fire Garage	1790 Newblock Park Drive	\$ _____
6	Fire Department Supply Offices	1790 Newblock Park Drive	\$ _____
7	Facilities Maintenance Shop Offices	106 West Archer	\$ _____
8	Fire Training Center(DAYTIME ONLY 8am to 4pm)	2819 N. New Haven Ave.	\$ _____
9	Additional Custodial Services \$ _____ per man hour rate		n/a

TOTAL COST ITEMS 1 THROUGH 8 NOT TO EXCEED: (All costs must be included, or your bid will be disqualified)	\$ _____
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Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET