

Invitation for Bid (IFB)

TAC1062C

Supplies or Service Requested: Janitorial Services for Traffic Operations & City Medical
 Department: Asset Management

NIGP Commodity Code(s):
 910-39

Solicitation Schedule

| EVENT | DATE |
|---|---|
| IFB Issue Date | 05/11/2022 |
| Pre-Bid Conference | 5/18/2022 9:00am (CST) Traffic Services 4021 North Harvard, Tulsa, OK |
| Deadline for Questions <i>Submitted to assigned buyer via email.</i> | 5/24/2022 <i>10 Days prior to IFB due date</i> |
| Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i> | 6/08/2022 |

If You have any questions or need additional information, contact the Assigned Buyer:

Shelley Crayton | scrayton@cityoftulsa.org
All questions should be emailed with IFB TAC1062C on the subject line.

Submit Bids (sealed) to:
 City of Tulsa – City Clerk’s Office
 175 E. 2ND St., Suite 260
 Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF Tulsa
 A New Kind of Energy.

A. STATEMENT OF PURPOSE:

1. Overview and Goals

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.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT6FIDE_CH4PU

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent.**” An 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. For instance, 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.

B. SCOPE OF WORK AND SPECIFICATIONS

1. Scope of Work

1. SERVICES/SUPPLIES/EQUIPMENT:

Seller shall furnish all necessary labor, tools, appliances, equipment, supplies, maintenance and other accessories, services, and facilities to perform the janitorial services at the City facilities designated in this invitation for bid other than supplies supplied by the City of Tulsa.

2. SCHEDULING:

Seller shall be responsible for the scheduling of the cleaning requirements specified herein. 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.

3. 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 janitorial services for the interior and exterior portions of the buildings listed.

4. 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.

5. AREA EXCLUDED FROM THE AGREEMENT:

No work is required in elevator pits.

6. 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. Whatever labor hours the seller guarantees will be expected. If the seller supplies less than the guaranteed labor hours a deduction of \$15/hour shall be made for each hour not supplied.

7. 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.

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 1. Supplies shall be of the highest quality and the most suitable type or grade for the work specified under this agreement.

ONLY NON-FRAGRANCE TYPE SUPPLIES SHALL BE USED DURING THE TERM OF THIS 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 1. 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 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.

SCHEDULING:

Seller shall be responsible for the scheduling of the cleaning services specified herein per Table 1. 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.

WORK SCHEDULE:

Seller shall perform all scheduled work under the Agreement as outlined in the “REQUIRED TASK AND FREQUENCY SCHEDULE”.

**Table 1
JANITORIAL CLEANING LOCATIONS, SIZE AND CLEANING DAYS**

| <u>Location</u> | <u>Cleaning days</u> | <u>Address</u> | <u>SF</u> |
|-------------------------|--|------------------------|---|
| Traffic Operations | Monday, Wednesday, Friday 5:00 PM to 11:00 PM | 4021 North Harvard | 8,000 SF Carpet 4,600 SF Vinyl Tile Concrete floors are cleaned by City employees |
| City Medical Department | Monday & Friday 5:00 PM to 11:00 PM | 1638 South Main Street | 5,656 SF Carpet 1,555 SF Vinyl |
| ** Approximate | | | Total: 19,822 SF Carpet/Vinyl** |

All cleaning such as but not limited to cleaning of carpets, stripping, and waxing of hard floor surfaces, sealer applied to restroom/locker room floors and wall tiles and other periodicals shall be coordinated through the **OPERATIONS MANAGER** or their authorized representative a minimum of at least one- (1) week before the cleaning is started.

A. **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 Asset Management/Building Operations for all chemicals and cleaning agents utilized under this Agreement within five (5) days after award. All chemicals utilized in City facilities must be properly identified with manufacturer’s label and name of custodial company on each container.

B. TELEPHONE AND FAX MACHINES:

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

SUPERVISION AND TRAINING OF EMPLOYEES:

1. 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 Agreement. Copies of these inspection reports will be provided to the City daily.

2. 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.

ASSIGNMENT OF EMPLOYEES:

The Seller hereby agrees that any of its employees who may be assigned to perform services under this Agreement, shall be used exclusively for that purpose during the hours that they are working in areas covered by this Agreement.

SECURITY:

HANDLED THROUGH CITY OF TULSA SECURITY

SELLER AND EMPLOYEE'S 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 OSBI background check, a ten-part drug test and e-verify. The Seller shall ensure this requirement is met and pay for all costs associated with obtaining clearances.

- A. Seller must submit to the City of Tulsa Security 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 within **fourteen- (14) days** prior to working in City facilities. This report must be current and performed **within the past thirty- (30) days**.
- C. Janitorial employees working in Police Department Buildings will also be required to pass an enhanced Security clearance administered by TPD.
- D. The City of Tulsa Security Office and City of Tulsa Building Operations shall be notified within **twenty-four- (24) hours** of any changes of employment pertaining to employees that work in City of Tulsa buildings.
- E. Identification badges shall be returned to City of Tulsa Security Office within **seventy-two- (72) hours**, upon termination of an employee for any reason.
- F. Official City of Tulsa identification badges shall be issued by the City of Tulsa Security Office and shall be worn and displayed at all times by Seller and all Seller's employees while on City premises. (Cost of badges to be paid for by the Seller)

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

BUILDING SECURITY:

- A. Only authorized Seller's employees are allowed on the premises of the City of Tulsa buildings. Acquaintances, family members, assistants or any other person shall not accompany Seller 's employees in their work area unless said person is an authorized Seller's employee.

- B. Minors, including family members of the Seller or their employees, are not to be on the project sites during work hours and are prohibited from performing any work under this Agreement.
- C. Seller's employees are specifically prohibited from signing for or acknowledging receipt of deliveries to City Departments

KEYS:

Seller will be provided with keys to allow access to non-restricted rooms, which require cleaning. All keys provided to the Seller shall not be duplicated, nor are they to be removed from the property.

TELEPHONE SERVICE:

Seller's employees 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.

GENERAL INFORMATION:

- A. **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 Asset Management Department or authorized representative. A summary of the incident and resolution shall be contained in the nightly report.
- B. **INSPECTIONS:** The Building Operations / Asset Management Department or authorized representative may conduct random daily inspections of the areas covered under this Agreement. Any major complaints that require documentation of services performed or alleged violation of the Agreement either by the Seller or the City shall be filed by either and/or both parties in writing to Building Operations /Asset Management Department, within twenty-four (24) hours after the infraction.

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 "CLEANING REQUIREMENTS AND PENALTIES"

CLEANING REQUIREMENTS AND PENALTIES:

When a Seller is notified with photographic discrepancies that services were not provided on a scheduled date or the overall quality level was unsatisfactory, an amount equal to one day'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 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 hourly rate 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 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 on Table 1.

The following penalties will be enforced:

1. Check in and Out Sheets must be completed daily. There will be a deduction for the amount of time not identified on the Check In and Out Sheets. If minimum hours are not met by the Seller the number of missed hour(s) will be deducted by the cost per hour / per employee off the monthly invoice.
2. Daily checklist will be required to be turned in daily to the clerical staff on duty each day to include weekends. There will be \$25.00 deduction of the monthly invoice for each checklist which was not returned properly.

ADDITIONAL REQUESTED SERVICES AND SERVICE REDUCTIONS:

A. **ADDITIONAL SERVICE REQUESTED:** 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 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 Exhibit A 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 Assets Management 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 TABLE 1 and square feet removed from cleaning.

EMERGENCY AND OR PANDEMIC SERVICES:

In the event of Emergency and or Pandemic threat to the City of Tulsa. Asset Management Department will work closely with the Seller to ensure appropriate CDC disinfectants are utilized and additional Janitorial Services requirements. The frequency of cleaning and disinfecting will be required to be recorded on the janitorial checklist and provided daily to the Asset Management Department. Checklist list will be provided. Failure to provide this information as required, will result in the City of Tulsa taking the appropriate actions necessary to ensure these guidelines are met by enforcement of paragraph 19. CLEANING REQUIREMENTS AND PENALTIES section B.

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 Delivery and Pricing form 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 a contracted facility site or by phone, the option to eliminate a deduction by correcting the deficiency is waived.

The Assets Management Department or authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under this Agreement. If, in the opinion of the Deputy Director or authorized representative, performance becomes unsatisfactory, the City shall notify the Seller.

“Repeated instances of unsatisfactory performance may result in cancellation of the agreement for default”

- A.** 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 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 Asset Management 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.
- B.** HOUSEKEEPING SERVICE: 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.
- C.** 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.

PAYMENTS: Seller shall be paid monthly 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.
- C. LAST INVOICE: Last invoice shall not be accepted or processed until all keys, access cards and identification cards have been returned to the City of Tulsa Security office. Any and all discounts offered by the Seller shall not commence until the last invoice has been accepted.

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. They shall also contain the dates the services were provided. Invoices submitted without the correct information shall be incomplete and not accepted.

Completed invoice(s) shall be submitted to the following address for review before being sent to Accounts Payable.

City of Tulsa
Asset Management/ Building Operations
175 E 2nd Street Suite 855
Tulsa, Oklahoma 74103

PRICES BID SHALL BE FIRM FOR THE FIRST YEAR OF AGREEMENT:

Bid prices are to be firm for a period of one (1) year from the date of award and one (1) year following each mutually agreed renewal.

REQUIRED TASK AND FREQUENCY SCHEDULE:

TABLE 1 – JANITORIAL CLEANING LOCATIONS

| Location | Department | Location Name | Address | Area |
|----------------|--------------|-------------------|-----------------|--|
| 1 | Traffic | Traffic Operation | 4021 N. Harvard | 8,000 SF Carpet |
| | | | | 4,600 SF Vinyl tile |
| | | | | Concrete floors are cleaned by the City employees. |
| 2 | City Medical | City Medical | 1638 S. Main | 5,667 SF Carpet |
| | | | | 1,555 SF Vinyl |
| ** Approximate | | | TOTAL | 19,822 SF Carpet/Vinyl** |

All cleaning such as but not limited to cleaning of carpets, stripping and waxing of hard floor surfaces, sealer applied to restroom/locker room floors and wall tiles and other periodicals shall be coordinated through the **OPERATIONS MANAGER** or their authorized representative a minimum of at least one- (1) week before the cleaning is started.

RECYCLING:

Empty Recycle Receptacles (Recycle receptacle materials shall not be mixed with the waste receptacle materials).
Empty waste from paper shredders (This waste is recyclable and shall be placed into the marked recycling container).

REQUIRED TASK AND FREQUENCY SCHEDULE AS ASSIGNED FOR TRAFFIC OPERATION AND CITY MEDICAL DEPARTMENTS:

DAILY SERVICES

1. Ash trays - Empty, wash and return to proper area
2. Carpet in heavy traffic areas such as hallways, offices, etc. - Vacuum and spot clean all within building to remove daily stains and apply anti-static spray, if required
3. Chairs and waste baskets - Position in proper place after cleaning
4. Computer rooms - Buff using only dry chemicals and damp mopping
5. Corners of rooms and around telephone and electrical mounted plugs - Clean
6. Desk tops (only if the desk tops are cleared of paper) – Wash or Clean
7. Floors in main lobby, hallway, and heavy traffic areas - Buff to remove black marks or scuff marks and restore luster of wax leaving an even wet look floor finish. Frequency may be reduced to twice a week at the discretion of the City's representative.
8. Foot scrapers, entrance mats, individual trash and smoking receptacles shall be emptied and cleaned.
9. Hard service floors - Wet mop of entire building with a general-purpose product to ensure clean areas
10. Litter, cans, papers, and other containers marked TRASH -Remove all from building and place in dumpster
11. Marker board erasers - Clean by vacuum equipment.
12. Marker boards (Chalkboards) IF CLEARED - Clean, according to manufacturer's specifications.
13. Paper shredders - Empty waste (This waste is recyclable and shall be placed into the marked recycling container)
14. Public counters in all offices - Clean, disinfect all
15. Recycle receptacle materials shall not be mixed with the waste receptacle materials
16. Recycle receptacles - Empty (where applicable)
17. Sinks in all areas washed and dried.
18. Table surfaces in break rooms, public areas and hallways - Clean, disinfect and deodorize
19. Telephone instruments - Clean and sanitize
20. Vacuum all carpeted areas and walk-off mats
21. Vending machines: Wipe down display and top of machines.
22. Waste material shall be removed to and loaded into dumpster, as provided by City, for disposal
23. Waste Receptacles - Empty and wash as needed
24. Waste Receptacles - Liner must be replaced with new liners
25. Training rooms – Clean, disinfect and deodorize
26. Clean interior and exterior of micro-wave.

Dusting shall be accomplished by removal of soil from the area, not by moving it from one surface to another.

WEEKLY SERVICES

1. Appliances - Clean exterior of refrigerators, microwave ovens, coffee makers, etc.
2. Ash urns - empty, clean and replace sand when dirty.
3. Chairs - Wipe and clean
4. Door handles, frames and kick plates - Clean
5. Floors in all areas of building - Spray buff to remove black marks or scuff marks and restore luster of wax leaving an even wet look floor finish. Including all hard-to-reach areas such as under counters, under desks, under furniture.
6. Glass partitions and ledges Clean all
7. Light switches and walls - Spot clean to remove fingerprints
8. Office furniture - Vacuum fabric covering
9. Shelving and file cabinet tops - Wipe and clean
10. Sidewalks, steps, building entrance areas and ramps. - Sweep to remove all accumulated dirt, gravel, and sand
11. Surfaces up to a height of six (6) feet - Dust 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
12. Clean all window sills
13. Clean exterior of refrigerators and Interior and exterior of microwave ovens.
14. Wipe and clean top of shelves and file cabinets
15. Wet mop hard surface floors of the entire building with general purpose product to ensure clean area's.
16. Buff tile areas to make floor shine.
17. Blinds dusted and or washed in all areas of building.
18. Vacuum all carpeted areas and walk-off mats. Including all hard to reach areas such as under the counters, under desk, under furniture and all corners.
19. Complete weekly checklist provided by Asset Management.

MONTHLY SERVICES

1. Metal desk frames – Clean or wash
2. Window glass inside entire facility - Wash
3. Coat racks - Clean
4. Wash file cabinets-totally
5. Walls of entire building - Spot Wash
6. Vacuum cleaner service - Replace paper filter bags, clean and/or replace vacuum safety filter and exhaust filters to a new or like new condition.
7. Blinds in all areas of building - Dust and/or wash.
8. Clean all heating and air conditioner supply and return vents (ceiling, wall, floor, window units, etc..).
9. Spot wash wall of the entire building (not shop area's).
10. Spray buff tile floors in all areas of building to remove all black marks and all scuff marks

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

1. Window glass, exterior- entire facility – (Ground floor levels) Wash
2. Wood panel walls entire facility - Treat with wood polish - (example, Old English)
3. Remove all dirt and wax from all tile 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.

4. Remove carpet stains, completely vacuum and shampoo using hot water extraction equipment and supplies, and completely re-vacuum all carpets.
5. Wash all interior window glass (Entire facility up to a height of eight feet)

OUTSIDE AREAS AND ENTRANCES TO BUILDING:

Entrances are defined as ALL DOORS which open to the outside of the Building.

DAILY SERVICES:

1. Maintain all outside entrances and sidewalks up to 6 ft around the entire building.
2. Maintain all dumpster areas
3. Entrances shall be cleaned and policed for removal of dirt.
4. Foot scrapers, entrance mats, individual trash and smoking receptacle shall be emptied and cleaned.
5. All glass entrances to be cleaned inside and outside.

WEEKLY SERVICES:

All floor drains flushed with one- (1) gallon of disinfectant. Clean, disinfect and deodorize all restroom entry area walls and doors.

MONTHLY SERVICES:

Completely wash and scrub walls and floors

QUARTERLY SERVICES

(Services to be performed in March, June, September and December of each year)
Sealer applied to restroom floors, locker floors and wall tiles

REPEATED DEFICIENCIES IN THE PERFORMANCE OF THE SERVICES LISTED ABOVE WILL BE DEEMED UNSATISFACTORY PERFORMANCE AND WILL LEAD TO CANCELLATION OF THE AGREEMENT FOR DEFAULT.

WORK TIME DESIGNATIONS:

Unless designated otherwise, the following time schedules are applicable.

Daily: Work to be performed as scheduled every day at City Medical and Monday, Wednesday and Friday at Traffic Operations.

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

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

Semi-annual: January and July.

Annual: Work to be performed in January.

As Requested - The Building Operations Section of the Assets Management Department or authorized representative shall determine this work.

C. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City of Tulsa, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If you have any questions, email Jina Djahedian (jdjahedian@cityoftulsa.org) or check the City's "Selling to the City" website ([linked here](#)).
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

Attendance Requirement

Attendance at the Pre-Bid Conference (in-person) is required to submit a Bid.

Attendance is not required to submit a Bid.

SITE INSPECTIONS:

All potential Bidder(s) 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 and will continue the next day if necessary. Bidders must arrange for their own transportation. Bidders may conduct additional inspections until the bid opening date.

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

3. **Questions and Concerns**: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City of Tulsa may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City of Tulsa Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Bid Submission**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

- 6. 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.

D. BID EVALUATION AND AWARD

- 1. Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- 2. Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
 - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 3. Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City’s Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

E. BID PROCESSING AND PAYMENT

- 1. Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the 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. Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.

- 3. 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 Supplies or Services, whichever is later.

- 4. Insurance:**

Yes: No:

Seller and its subcontractors must obtain at Seller’s expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers’ Compensation and Employer’s Liability insurance in the statutory limits required by law.

| | |
|---|--------------------|
| General Liability: 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.
Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. 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

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

5. Bonding:

Yes: No:

6. Federal Funding: If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

Click or tap here to enter text.

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

Yes: No: If yes, number of references required: 4

TAC1062C | Janitorial Services Traffic Operations & City Medical | Issue Date: 3/24/2022

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the product/services provided by the bidder.

| | |
|--|-------|
| Company Name: | _____ |
| Contact Name: | _____ |
| Address: | _____ |
| Phone Number: | _____ |
| Email Address: | _____ |
| Description of Supplies/Services Provided: | _____ |
| Company Name: | _____ |
| Contact Name: | _____ |
| Address: | _____ |
| Phone Number: | _____ |
| Email Address: | _____ |
| Description of Supplies/Services Provided: | _____ |
| Company Name: | _____ |
| Contact Name: | _____ |
| Address: | _____ |
| Phone Number: | _____ |
| Email Address: | _____ |
| Description of Supplies/Services Provided: | _____ |
| Company Name: | _____ |
| Contact Name: | _____ |
| Address: | _____ |
| Phone Number: | _____ |
| Email Address: | _____ |
| Description of Supplies/Services Provided: | _____ |

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

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

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)

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

| ITEM | GENERAL DESCRIPTION | COST PER HOUR | TOTAL HOURS | COST PER MONTH (COST PER HOUR X TOTAL HOURS) |
|--|------------------------------------|---------------|-------------|---|
| 1 | TRAFFIC OPERATIONS 4021 N. HARVARD | \$ _____ | _____ | \$ _____ |
| 2 | CITY MEDICAL 1638 S. MAIN | \$ _____ | _____ | \$ _____ |
| ADDITIONAL CUSTODIAL SERVICE AS REQUESTED PER HOURLY RATE. | | \$ _____ | | |
| ADDITIONAL CUSTODIAL SERVICE FOR EMERGENCY AND OR PANDEMIC REQUIREMENTS PER HOURLY RATE. | | \$ _____ | | |
| IF MINIMUM HOURS ARE NOT MEET BY THE SELLER THE NUMBER OF MISSED HOUR(S) WILL BE DEDUCTED BY THE COST PER HOUR / PER EMPLOYEE OFF THE MONTHLY INVOICE. | | | | |

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1** (web link below) from the prior year or the following fixed percentage:
 _____ %.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

*Any price increase You choose will be included in the evaluation of Your Bid. If You choose the CPI-U, the annual increase used for Bid evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.
 **Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>



EXHIBIT B - BIDDER INFORMATION SHEET

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

State of Organization: _____

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

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

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: Click or tap here to enter text.

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

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 contract pursuant to the proposal 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 respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, 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 a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
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



PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions 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 DBA) (the "Seller").

WITNESSETH:

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

TAC#1062C Janitorial Services TRAFFIC OPERATIONS & CITY MEDICAL
(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

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

1. **Definitions.**
 - a. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
 - b. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
 - c. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
 - d. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
 - e. **"Bid Opening Date"** means the date the Bid is opened by the City.
 - f. **"City"** means the City of Tulsa, Oklahoma.
 - g. **"Days"** means calendar days unless otherwise specified.
 - h. **"Invitation for Bid" or "IFB"** consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
 - i. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
 - j. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
 - k. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
 - l. **"Seller"** means the Bidder whose Bid City Accepts.
 - m. **"Specifications"** means the technical and/or performance requirements for the Supply or Service.
 - n. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
 - o. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org
2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.
4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this

PURCHASE AGREEMENT

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Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies 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 City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
11. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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.
12. **No 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 Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
13. **No Insurance by City.** If City is leasing Supplies 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.).
14. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, 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 its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is

PURCHASE AGREEMENT

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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.

16. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
17. **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.
18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
 - i. To Seller: Contact for Legal Notice as specified on the Bidder Information Sheet.
To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103
20. **Relationship of Parties.** The Seller is and shall always remain an independent contractor 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 will be deemed to be employees of the City for any purpose whatsoever, and none will 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, 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 will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.
21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
25. **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.
26. **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

PURCHASE AGREEMENT

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arbitration of any disputes.

27. **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.
28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
29. **Amendment/No Assignment.** The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
31. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 30.1 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;
 - 30.2 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;
 - 30.3 Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 30.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 30.5 All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
33. **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.

PURCHASE AGREEMENT

(Page 5 of 5)

IMPORTANT NOTE: This document must be signed by Authorized Agent 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: _____

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

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

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 Invitation For Bid and will become a part of any resulting contract.

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

Sign Here ►

Printed Name:

Title:

Date:

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

| BIDDER CHECKLIST | | |
|--|--------------|------------------|
| RESPONDENT DOCUMENTS | PAGES | INCLUDED? |
| Notice of Invitation for Bid (Sections I-V, all preceding pages) | | |
| EXHIBIT A: Delivery and Pricing | | |
| EXHIBIT B: Bidder Information Sheet | | |
| Specifications | | |
| References (if applicable) | | |
| Certificate(s) of Insurance (if applicable) | | |
| Affidavits <i>Signatures of Authorized Agent and notarization required</i> | | |
| Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i> | | |
| Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i> | | |

PACKING LABEL

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260
Tulsa, OK, 7410

Bidder Submission For:

BID# IFB/TAC1062C

BID DESCRIPTION: Janitorial Services Traffic Operations & City Medical

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.