8/21/2023

INVITATION FOR BID TAC 923B

Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #3** on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

Bonding: Yes: ☑ Performance Bond is Required Amount: \$100,000.00 of the award price

Changed to:

Bonding: Yes: ☑ Performance Bond is Required Amount: \$100,000.00

8/17/2023

INVITATION FOR BID TAC 923B

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the** ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

EVENT	DATE
IFB Issue Date	07/31/2023
Pre-Bid Conference	08/08/2023 at 9:30 AM CT
175 East 2 nd Street, Conf Rm 10 North, Tulsa, OK 74103	
Deadline for Questions	08/14/2023
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date	08/23/2023
Either mailed or delivered to City Clerk address. Bids	
are open the day after the due date.	

Changed to:

EVENT	DATE
IFB Issue Date	07/31/2023
Pre-Bid Conference	08/08/2023 at 9:30 AM CT
175 East 2 nd Street, Conf Rm 10 North, Tulsa, OK 74103	
Deadline for Questions	08/14/2023
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date	08/30/2023
Either mailed or delivered to City Clerk address. Bids	
are open the day after the due date.	

CLARIFICATIONS

- 1. Paper towel dispensers require four (4) D-Cell batteries per dispenser.
- 2. Trashcan count for OTC is approximately 5,000 for entire building.
- 3. Third Floor is a union site.



8/11/2023

INVITATION FOR BID TAC 923B

Addendum #1

Please note the following changes which have been made for clarification to this Invitation addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF REGADDENDA/AMENDMENTS FORM of the bid package as verification that you have recommendations and the second secon	CEIPT OF
of the information contained herein.	
QUESTIONS/CLARIFICATION/CHANGES:	
CHANGES:	
Was:	
3. <u>Insurance</u> :	
Yes: ⊠ No: □	
Seller and its subcontractors must obtain at Seller's expense and keep in e purchasing Supplies or Services from Seller pursuant to this Bid, policie minimum amounts set forth below and Workers' Compensation and Employ in the statutory limits required by law.	es of insurance in the
General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Changed to: 3. 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	\$2,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

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4. Bonding:

Yes: □No: ⊠

Changed to:

4. <u>Bonding</u>: Yes: ⊠ Performance Bond is Required <u>Amount: \$100,000.00 of the award price</u>

Invitation for Bid (IFB)

TAC 923B

Supplies or Services Requested: OTC Janitorial Services

Department: Asset Management

NIGP Commodity Code(s):

910-39

Solicitation Schedule

EVENT	DATE
IFB Issue Date	07/31/2023
Pre-Bid Conference 175 East 2 nd Street, Conf Rm 10 North, Tulsa, OK 74103	08/08/2023 at 9:30 AM CT
Deadline for Questions Submitted to assigned buyer via email.	08/14/2023 10 Days prior to IFB due date
Bid Submission Date Either mailed or delivered to City Clerk address. Bids are open the day after the due date.	08/30/2023

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

Angie Tune, Senior Buyer | ATune@CityofTulsa.org All questions should be emailed with **TAC 923B** 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.



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to purchase One Technology Center Janitorial Services for use by the Asset Management Department of 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.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the <u>Tulsa Revised Ordinances</u>.

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**.

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.
- o **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.



II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for One Technology Center (OTC) Janitorial Services for use by the Asset Management Department of the City of Tulsa.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

For purposes of the Specifications, "City Representative" shall mean "Asset Management Representative."

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 the City of Tulsa Security within **fourteen (14) days** prior to the starting date of this Agreement a completed Oklahoma State Bureau of Investigation (OSBI) Form "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 the City of Tulsa Security within **fourteen (14) days** prior to working in City facilities. This report must be current and performed **within the past thirty (30) days**.
- C. The City Representative and the 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. Identification badges shall be returned to City of Tulsa Security and notices of termination shall be emailed to the City Representative within seventy-two (72) hours, upon termination of an employee for any reason.
- D. 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). <u>If a Sellers's employee is working without a badge, they will be sent home</u>.



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

JANITORIAL SERVICES

- A. Complete Janitorial Services shall be performed from outside wall to outside wall on all floors of the OTC above ground level and shall include sidewalks outside the OTC on ground levels. This includes picking up cigarette butts in the grate by the sidewalk benches. Some areas may be serviced as requested. No work is required in elevator pits.
- B. Description of Services:
 - 1. Seller shall furnish all necessary labor, tools, equipment and supplies necessary to perform the Custodial Services.
 - 2. Seller shall be responsible for the scheduling of the cleaning requirements specified herein. These are the minimum cleaning requirements. All services shall be performed in the cleaning schedule prescribed in **Attachment A** and shall be completed **without interfering** with the proper performance of the day-to-day activities within the OTC. The City reserves the right to approve and make suggested changes to the schedule set up by the Seller.
 - a. Cleaning of all secured areas shall be done on the day shift unless special arrangements are made with the supervisors that are in charge of each secured area.
 - b. 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 City Representative a minimum of at least one (1) week before the cleaning is started.
 - c. Upon cleaning each area for the first time 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.
 - d. Quarterly requirements shall be done one floor each weekend on a rotating basis.
 - 3. Day Porters: Seller shall furnish on site a minimum of five (5) employees to work eight (8) hours between the hours of 7:00 AM and 6:00 PM Monday through Friday, of which one (1) will act as a working supervisor. Daytime service needs to start at 7:00 AM and continue until 6:00 PM. These employees shall respond to any and all daytime requests as needed by the City of Tulsa. Of these five employees there shall be at least one man and one woman to facilitate bathroom cleaning. Day porters must speak English well enough for basic communication.

Note:

- There are approximately 2,100 occupants at One Technology Center.
- There are approximately 150 200 visitors per day in the public access areas.
- There are approximately 160 200 visitors per day to the nonpublic floors beyond the public address area.
- 4. Weekends: Seller shall furnish on site a minimum of one (1) employee to work eight (8) hours between the hours of 8:00 AM and 4:30 PM, Saturday and Sunday. The Saturday and Sunday employee shall be used to take care of any issues that come up as well as to complete scheduled tasks not completed during the previous week. If required Day and Weekend "Porter" hours are not supplied a deduction of \$15.00 per missing hour shall be made from the monthly invoice.

Note:

 There are approximately 50 – 100 people at One Technology Center during the weekend.



- 5. Evening Weekday Cleaning: Seller shall supply a sufficient number of employees to work between the hours of 5:30 PM and 10:30 PM to take care of the regular daily cleaning as well as weekly, monthly, and quarterly requirements. The City Representative shall conduct regular inspections on the cleaning being done. All of the cleaning requirements in **Attachment A** are required and expected. If they are not done, the Agreement shall be terminated. The City expects excellent service.
 - All employee personal effects such as coats, jackets, purses, cell phones must be stored in OTC lockers on the 10th floor while they are performing their cleaning duties.
 - b. Employees may use personal cell phones only during approved breaks.
- 6. The City requires an on-site supervisor for all shifts.
 - a. Supervisor on all shifts shall carry a smart phone to receive emails and accept calls. Response to any and all calls and emails from the City Representative must be made within five (5) minutes of receipt. Seller must maintain the current supervisor's telephone number with the City Representative during the term of this Agreement.
 - b. Supervisors (only) shall be allowed job-related use of local City telephone service at no cost to the Seller. Seller shall pay the cost of repairing any damage caused by Sellers's employees to the telephone equipment over and above normal wear and tear. No toll charges shall be allowed for the Seller and/or Sellers's employees.
 - c. Seller or authorized agent shall make sufficient daily routine inspections to ensure that the work is performed as required by this IFB.
 - d. 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 tenants.
 - e. Seller shall establish and maintain a complete periodic record book indicating compliance with all periodic work performed. Such record shall be made available at any time up on request of the City Representative.
- 7. The Seller is responsible for all supplies necessary to complete the Janitorial Services.
 - a. The Seller shall furnish all necessary supplies including but not limited to cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and other paper products required to provide the cleaning services. Supplies shall be of the highest quality and the most suitable type or grade for the work specified under this Agreement. Seller shall provide toilet paper and paper towels. Toilet paper and paper towels must be approved by the City Representative.
 - b. Paper towel dispensers in the internet cafes and the bathrooms are motion activated. These paper towel dispensers shall be supplied by the Seller. Seller shall supply batteries for the paper towel dispensers. Note: There are 64 towel dispensers in the building.
 - c. Sanitary napkin and tampon vending machines shall be the total responsibility of the Seller. This includes vending, routine, and corrective maintenance of each unit. Seller shall provide product and collect any profits from the vending. **Note: There** are 27 sanitary napkin dispensers in the building.
- 8. The Seller shall furnish and store all equipment for accomplishment of all work specified at locations approved by the City Representative. Seller's equipment shall be of the size and type suitable for accomplishment of the various types of work described herein and operates from existing sources of furnished electrical power. The following two items are only for the company to which the Agreement is awarded.
 - a. All equipment and attachments necessary to perform the work described in this IFB must be available for inspection at the OTC. The equipment and attachments must



- be in new condition and capable of performing the work for which they were intended. No propane powered equipment shall be allowed in the building.
- b. If new equipment is on order, purchasing documents that describe the equipment sufficiently for evaluation must be available for review by the City Representative. Such equipment must be on the job site within seven (7) calendar days from the date of the inception of the Agreement.
- 9. The Seller shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) and other Federal, State, or local regulations, which affect the Janitorial Services.
 - a. One (1) set of Material Safety Data Sheets (MSDS) must be supplied to the City Representative for all chemicals and cleaning agents utilized under this Agreement within five (5) days after Agreement award.
 - b. One (1) Material Safety Data Sheet must be supplied to the City Representative for any and all additional chemicals and cleaning agents utilized under this Agreement within five (5) days before they are brought into the building.
 - c. Maintain Material Safety Data Sheets (MSDS) for each product used in the building and verify that the label or MSDS are available for review upon request.
 - d. All chemicals utilized in City facilities must be properly identified with manufacturer's label and name of custodial company on each container.
- 10. The Seller shall manage the use of the cleaning products used in the performance of the Janitorial Services.
 - a. The Seller shall use at the OTC, whenever practicable, cleaning products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary City facilities.
 - b. The Seller shall provide to the City Representative the list of cleaning products used in the building. This shall include all chemicals that may be used. Compliance with any applicable guidelines should be indicated.
 - c. The Seller shall track the quantities of cleaning products consumed over time by cleaning operations on at least a quarterly basis. Seller shall also submit records to City Representative upon request.
 - d. The Seller shall identify to the City Representative the contact person for cleaning products, including name, address, phone number, and email address.
- 11. The Seller shall provide a list of all cleaning equipment used in the building.
 - a. This shall include a list of all equipment that may be used.
 - b. Seller shall identify contact person for cleaning equipment, including name, address, phone number, and email address.
- 12. The Seller, at its sole cost and expense, shall furnish uniforms to be worn at all times by day personnel performing services as listed in this IFB. Employees performing services after normal business hours shall be neatly dressed in company shirts or smocks with identification badges prominently displayed.
- 13. The Seller shall be responsive to all communications from the City Representative.
 - a. Seller must have a phone number at which a representative can be reached or from which the representative can return a call within thirty (30) minutes, seven (7) days per week.
 - b. Seller must have a working email address where reports, pictures, and other information can be sent as needed.
- 14. The Seller shall 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.



- a. Lost keys shall 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 Seller's expense as a result of a "Breach in Security".
- b. A breach in security may 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 shall be made.
- c. Broken keys shall 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.
- 15. The Seller shall provide required reports to the City Representative.
 - a. The **nightly work report** shall be signed and dated nightly by Seller and contain the following information as a minimum:
 - i. Supervisor's name.
 - ii. Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
 - iii. Any property or equipment not in a serviceable or operating condition, listed by description and location.
 - iv. Damage, vandalism, or broken windows by description and location
 - v. Malfunctioning equipment (i.e. soap dispensers, light out) listed by description and location.
 - b. 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 City Representative. A summary of the incident and resolution shall be contained in the nightly work report.
 - c. Quarterly Usage Reports shall be provided to the City Representative listing any and all equipment, cleaning supplies, chemicals, and cleaning agents used during the term of the Agreement.
- 16. The Seller shall facilitate inspections.
 - a. The City Representative shall conduct random daily inspections of the areas covered under this Agreement.
 - b. The Seller and the City Representative shall conduct joint inspections several times each month of the areas covered under this Agreement.
 - c. Any major complaints that required 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 City Representative within twenty-four (24) hours after the infraction.
 - d. The City Representative may inspect products/procedures provided at any time and without prior notification. The Seller shall provide access to cleaning products, cleaning equipment, and records as may be requested by City.
- 17. In the event that other Janitorial Services, in addition to or separate from the services specified in this IFB, may be deemed necessary by the City Representative, the Seller may be requested and shall perform the additional services. The Seller shall be reimbursed by the City on the basis of the hourly labor rate specified by the Seller's response to this IFB plus the City of Tulsa approved cost of the materials needed for the additional cleaning service.
- 18. The City of Tulsa reserves the right to temporarily or permanently suspend any of the Janitorial Services at the OTC. Notice of such suspensions shall be made through the City Representative by verbal communication followed by a written letter. Should this occur, a corresponding and proportionate reduction in the Janitorial Sellers's fee shall be made.
- 19. 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 shall be deducted from balances due or to become due the Seller. If the quality of an important portion of the services is unacceptable, then a corresponding and proportionate reduction shall be made to the Janitorial Seller's fee. 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 City Representative shall 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 City Representative, performance becomes unsatisfactory, the City shall notify the Seller. Repeated deficiencies of unsatisfactory performance shall result in cancellation of the Agreement for default.

- 20. Seller may store supplies, materials, and equipment only in storage areas in the City of Tulsa facility premises designated by the City Representative. Seller agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities shall be on a space available basis and subject to the approval of the City. Under no circumstances shall materials or equipment be placed or left in hallways, corridors, rest rooms, or other spaces accessible to the public.
- 21. The Seller shall perform the Janitorial Services in accordance with good housekeeping practices.
 - 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), shall not be used inside the building. (In most situations a dust mop is preferable.) When not in actual use, all such equipment, tools and carts shall be stored or left only in the designated storage areas.
 - 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 shall 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 shall 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. In any area where equipment closets are shared jointly by Seller and tenant or City personnel, the responsibility for cleaning the closet in accordance with these specifications shall rest upon the Janitorial Seller.
- 22. The Seller shall provide **supervision and appropriate training of employees** to assure competent performance of the work, proper handling of chemicals, proper use and maintenance of cleaning equipment, and proper cleaning procedures.
 - a. Train cleaning personnel in proper cleaning procedures.
 - b. Train cleaning personnel in the proper handling of chemicals, proper use and maintenance of cleaning equipment.



- c. Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation.
 - i. Provide directions for the dilution of chemical cleaning products.
 - ii. Provide directions for the proper rinsing and disposal of used or expended chemical solutions and empty chemical containers.
 - iii. Directions must be provided in the language that the employees understand (Ex: Spanish, Chinese, etc.).
- d. Train all janitorial personnel in emergency building procedures. This training can be coordinated with the OTC City of Tulsa Security.
- e. Training Records: Records of training shall be maintained on each employee for all training specified herein. The documentation shall include:
 - i. A list of topics included in the training with a general outline of information covered for each topic.
 - ii. The name and qualifications of the trainer.
 - iii. The date(s) and duration of the training or courses.
- 23. The Seller shall provide cleaning personnel with continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards.
- 24. The Seller shall retain records of current employees for a minimum of two years prior to current date or from their hiring date to current date, whichever is greater. For former employees, records shall be retained for minimum one year from date of last employment.
- 25. Staffing and Certification: Seller shall provide a trained and adequately sized staff to perform these Janitorial Services in accordance with industry standards for Class A office space.

CLEANING FREQUENCY				
Daily	work to be performed one or more times per day as indicated (Monday – Friday)			
Weekly	work to be performed once per week, a minimum of four (4) days apart			
Monthly	work to be performed once a month			
Quarterly*	February, May, August and November – 1 Floor per week			
Semi-Annual	March and August			
Annual	work to be performed once per contract year, In January			
As needed or as directed	work to be performed as determined by the Building Operations Section of the Asset Management Department or authorized representative			

*Quarterly requirements for each floor shall be done one floor each weekend. Schedule to be determined by the City Representative.



Cleaning Schedule: ATTACHMENT A

AREA/ROOM		Day Shift		Evening	
		1X	2X	3X	Shift
Entrances (all doors which open to the outside of building & all doors which open into the solar well at each elevator landing)	DAILY				
	Clean all outside entrances and sidewalks up to the street curb around the exterior of the entire location. Gardens are cleaned and cared for by others.		х		
	Clean around compactor and all dumpster areas				х
	Entrances shall be cleaned and policed for the removal of debris All outside walls (in the immediate vicinity) of		Х		х
	entrances canopies, and entrance lights shall be maintained clean of overhanging lint, cobwebs, mud and other debris	х			
	Clean all glass entrances inside and outside, including revolving doors	х			х
	Foot scrapers, entrance mats, individual trash and smoking receptacles shall be emptied and cleaned	х			х
	Walk/off entrance mats vacuumed and spot cleaned daily to remove stains		х		х
	Buff main lobby, hallway floors, and heavy traffic areas to remove black marks or scuff marks and restore floor finish				х
	Remove all cigarette butts from building entrances and sidewalks. This includes cigarettes stuck in the grating next to the short wall around the gardens.	х			х
	Remove gum or other adhesive material	Х			Х
	Maintain loading dock area free of debris and trash	х			х
	Dust mop all hard surface floors	Х			Х
Lobbies & Building Entrances	WEEKLY				
	Sweep all sidewalks, steps, building entrance areas and ramps; remove all accumulated gravel and sand from all sidewalks and ramps				х
	Sweep, hose and clean around compactor, service ramp and the entire loading dock area				х
	Dust all wood paneling				Х
	Clean coffee table and chairs				Х
	Clean directory signs				Х

AREA/ROOM		Day Shift		Evening	
		1X	2X	3X	Shift
	Clean all metal at entrance and other areas of lobby				х
	Spray buff floors in all areas of building to restore floor finish				х
Labbias & Duilding	T	1	1	1	<u> </u>
Lobbies & Building Entrances	QUARTERLY				
	Clean all light fixtures (use long pole with				
	duster on end)				Х
	Dust ceiling tiles adjacent to ceiling vents				Х
	Wash exterior glass at entrances up to 8 ft.				х
	(ground floor levels/ no ladders)				^
Interior-General Requirements	DAILY				
	Ensure first aid rooms are presentable and trash free	х			х
	Ensure that glass doors are spotless	Х			Х
	Empty waste receptacles, wash as needed and return to original location				х
	Waste receptacle liners must be replaced with new liners				х
	Remove all liter, cans, papers, and other containers marked TRASH				х
	Wash/clean desktops (only if the desktops are cleared of paper)				х
	Clean glass desk/ tabletops to remove finger smudges and soil				х
	Clean and sanitize telephone instruments				Х
	Vacuum any bad spots on floor. Vacuum daily portion of each floor thoroughly. (See Detailed Vacuum Map)				х
	Clean light switches and spot clean walls for fingerprints				х
	Clean all door handles, frames, and kick plates				х
	All waste material shall be removed from each floor and delivered to the loading dock area and place properly in compactor				x
	Wet mop hard service floors of entire building with a general-purpose product to ensure clean areas				х
	Clean corners of rooms and around telephone and electrical mounted plugs				х
	Vacuum and spot clean all heavy traffic areas such as hallways, office, etc., of entire building to remove daily stains.				х
	Dust mop hard floors				х

AREA/ROOM		Day Shift		Evening	
AREA/ROOM		1X	2X	3X	Shift
Interior-General Requirements	WEEKLY				
	Clean all glass partitions and ledges (up to a height of eight feet)				х
	Clean all windowsills				Х
	Wipe and clean top of shelves and files cabinets				х
	Dust all areas to remove dust & cobwebs- entire facility/ dusting shall be accomplished by the removal of soil from the area, not by moving it from one surface to another				x
	Vacuum all carpeted areas-including all hard reaching areas such as under counters, under desk, under furniture and all nook and crannies. Floor areas will be broken up into 5 areas for Monday through Friday.				x
	Vacuum all fabric office furniture				Х
	Wipe and clean chairs and return to proper place after cleaning				х
Interior-General Requirements	MONTHLY				
	Wash all office core interior window glass- entire facility (includes inside and outside of glass at all elevator landings) (Up to a height of eight feet).				x
	Wash file cabinets				Х
	Dust all surfaces up to eight feet.				Х
	Spot wash hard permanent walls of entire building				х
	Dust shades in all areas of building as needed				х
	Dust desks, desk accessories, chairs, and all other office furniture				х
					1
Interior-General Requirements	QUARTERLY				
	Dust all heating and air conditioner supply and return vents (ceiling and wall)				х
	Treat wood panel walls with approved wood polish-entire facility				х
	Remove all dirt and wax from all hard surface floors and cove base by mopping or scrubbing with a detergent and wax remover				Х
	Rinse thoroughly and apply skid resistant wax of a type recommended by the flooring manufactures. 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				х

AREA/ROOM		Day Shift		Evening	
		1X	2X	3X	Shift
	Shampoo all carpets and walk-off mats,				
	including all hard reaching areas such as				Х
	under counters, under furniture and all nooks				
	and crannies (move carpet protectors) 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				Х
	uniformed appearance. Use portable floor				
	and carpet blowers/dryers to completely dry				
	areas before traffic				
	Remove carpet stains, completely vacuum,				
	shampoo using hot water extraction				х
	equipment and supplies, and completely re-				^
	vacuum all carpet				
	Remove wash splatter, wax, and dirt off of				
	cove base in all corridors and rooms.				х
	Restore cove base to a polished				
	appearance.				
Interior-General					
Requirements	SEMI-ANNUAL				
•	Wash walls, doors, cove base of entire				
	building where wall covering permits				Х
	Clean and wax all woodwork, wood paneling,				
	sound panels, wood benches and doors in				Х
	all areas of the building				
	Clean all light fixtures (Including florescent lights).				х
	ingrito).				
Restrooms	DAILY				
Restrooms					
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats		х		х
Restrooms	Clean and disinfect toilets, including		x x		x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and				
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected				Х
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing				Х
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings)		x		x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked		Х		x x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable)		x		x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned		x x x		X X X X
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper		x		x x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper towel dispensers. When needed.		x x x x		x x x x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper towel dispensers. When needed. Refill feminine hygiene machines		x x x		X X X X
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper towel dispensers. When needed. Refill feminine hygiene machines Empty and clean sanitary napkin disposal		x x x x		x x x x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper towel dispensers. When needed. Refill feminine hygiene machines Empty and clean sanitary napkin disposal and replace liner with new liner		x x x		x x x x x x
Restrooms	Clean and disinfect toilets, including disinfection of both sides of toilet seats Clean and disinfect urinals Floors swept and wet-mopped and disinfected Partitions cleaned and disinfected (removing all writing & drawings) Toilet paper restocked Seat covers restocked (where applicable) Paper towel and soap dispenser cleaned and replenished. Batteries replaced in paper towel dispensers. When needed. Refill feminine hygiene machines Empty and clean sanitary napkin disposal		x x x x		x x x x x

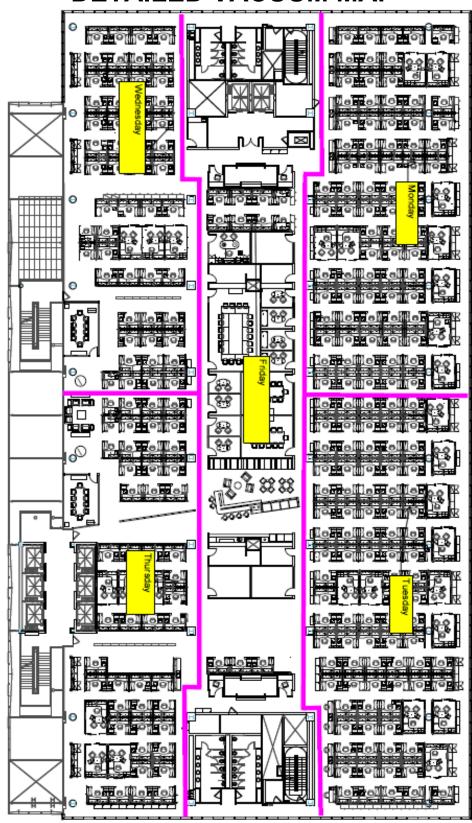
AREA/ROOM		Day Shift		Evening	
		1X	2X	3X	Shift
	Showers completely cleaned and then disinfected		х		x
	Dispensers, counters, and cabinets cleaned and disinfected		х		х
	Clean, disinfect and deodorize all restroom entry area walls and doors		х		х
	Clean and disinfect surfaces touched by hands (e.g. doorknobs light switches, handles, etc.)		х		х
	Clean and polish all chrome faucets and fixtures		х		х
	Control and remove standing moisture from floor and bathroom surfaces in a timely manner.		х		х
	Check function of all dispensers and fixtures in all restrooms. Report maintenance problems to Building Operations immediately		х		х
	Report any maintenance issues		Х		Х
	Empty trash and replace liners as needed		Х		Х
	2 nd floor men and women's bathrooms			Х	Х
			1	1	1
Restrooms	WEEKLY				
	All floor drains flushed with one (1) gallon of disinfectant detergent				х
Restrooms	MONTHLY				
	Completely wash and scrub walls and floors				Х
Restrooms	QUARTERLY				
	Sealer applied to restroom floors, locker floors, and wall tiles				х
	Clean all heating and air conditioner supply and return vents (ceiling, wall, floor, etc.)				х
	, , , ,				1
Break Rooms, Dining Areas, and Internet Café	DAILY				
	Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health. Clean and sanitize surfaces of sinks, tabletops, countertops, outside surfaces of appliances (refrigerators, microwave ovens, coffee makers, etc.) and trash receptacles. Mineral and calcium deposits will not be accepted.		х		х
	Clean and sanitize surfaces that hands touch (e.g. faucet handles, drinking fountains)		х		х
	Buff resilient tile floors; remove black marks and scuff marks				х

AREA/ROOM		Day Shift		Evening	
AREA/ROOM		1X	2X	3X	Shift
	Empty waste containers likely to collect food				
	waste twice per day and at night or when full;		Х		Х
	clean and sanitize.				
	Using dishwasher, wash all dishware in Mayor's & City Council Areas				х
Wipe all cabinet doors			· ·		
	,		X		X
	Mop spills as needed		X		X
Wipe out all microwaves			Х		X
	Wash vending machines				Х
	Straighten vending supplies		.,		X
	Empty trash and replace liners as needed		X		X
	Refill paper towels		X		X
	Refill soap dispenser		X		X
	Wipe all counter tops and booth tables		Х		Х
Break Rooms, Dining Areas,	T				
and Internet Café	FRIDAY OF EVERY 6TH WEEK				
	Clean inside of all refrigerators and freezers				
	on each floor. Throwing away all items that				х
	are not marked with the appropriate date				^
	(This includes Containers)				
Minallanana	I	T	T	Τ	
Miscellaneous Requirements	DAILY				
Miscellaneous Requirements					
	Clean "Write on boards and walls". IF				X
					х
	Clean "Write on boards and walls". IF CLEARED , according to manufacturer's				
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways				x
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all				х
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices				
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks				х
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free				X X
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive,				X X
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used				x x x
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be				x x
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis.				x x x
	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be				x x x
Requirements	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking				x x x
Miscellaneous	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking				x x x
Requirements	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking fountains. QUARTERLY				x x x
Miscellaneous	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking fountains.				x x x
Miscellaneous	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking fountains. QUARTERLY Clean inside of all fire extinguisher cabinets				X X X
Miscellaneous Requirements	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking fountains. QUARTERLY Clean inside of all fire extinguisher cabinets (entire building)				X X X
Miscellaneous	Clean "Write on boards and walls". IF CLEARED, according to manufacturer's specifications Clean, disinfect, and deodorize table surface in break rooms, public areas, and hallways Clean disinfect all public counters in all offices Dust all Security desks Drinking fountains shall be cleaned and free of any stains, rust, and scale. Abrasive, acid, or bowl type cleaners will not be used to clean drinking fountains. Must be sanitized and disinfected on a daily basis. No polish is to be used to clean drinking fountains. QUARTERLY Clean inside of all fire extinguisher cabinets				X X X

AREA/ROOM			Day Shift		
AREA/ROOM		1X	2X	3X	Shift
Solar Well Stairs	Stairwells vacuumed and spot clean all carpeted areas				Х
	WEEKLY (top to bottom)				
Emergency Stairwell	Dust ceilings, wall, and corners to remove cobwebs				х
	QUARTERLY				
Solar Well Stairs	Carpeted stair steps and landing deep cleaned (Extract, Bonnet, Shampoo, etc.)				х
Emergency Stairwell	Sweep and damp mop emergency stairwells				Х
Elevator Requirements (12 passenger and 2 service)	Cleaning all interior surfaces of passenger and service elevators shall be done as often as necessary to maintain them in a polished, presentable appearance at all times. Only one car shall be removed from service for cleaning at any one time. Schedule taking elevator "out of service" with the Building Operations person on duty. All cleaning is in LOCK OFF with key position.		х		х
	DAILY				
	Ensure that elevator lobbies are presentable and trash free		х		х
	Clean glass in scenic elevators		х		Х
	Clean and disinfect inside and outside doors,				Х
	walls, ceiling panels, and selector panels All chrome to be highly polished with no streaks				х
	Tile or hard floors swept and damp-mopped				Х
	Carpeted floors vacuumed and spot cleaned		Х		х
	Elevator door guide tracks cleaned	Х			Х
	Clean light fixtures in passenger elevators				Х
	Wipe stainless steel to remove fingerprints Clean the call buttons in the elevator lobbies		Х		X
	Clean the can buttons in the elevator lobbles	1			Х
	MONTHLY				
	Carpeted floors deep cleaned (Extract, Bonnet, Shampoo, etc.)				х
Mechanical, Electrical, Telephone Switching, UPS, and Computer Room	AS NEEDED OR AS DIRECTED	х			

AREA/ROOM		Day Shift		Evening	
AREA/ROOM		1X	2X	3X	Shift
Da sasa Usasa	DAHA			l	
Recycling	DAILY				
	Segregate and recycle all waste items from cleaning operations, including paper, glass,				
	plastics cardboard, other packaging				
	materials, empty chemical containers, and				
	worn equipment that are acceptable for				Х
	recycling in the community. Coordinate with				
	City for location and procedures for				
	collecting recyclables.				
	Empty Recycle Receptacles and return to				
	original location -Recycle Receptacle				х
	materials shall not be mixed with the waste				^
	receptacle materials.				
	Empty waste from paper shredders (this				
	waste is recyclable and shall be placed into				Х
	the marked recycling containers)				
	Empty recycling receptacle at each desk and at the mail stop area into separate container				V
	for recycling				Х
	Deliver recyclables to proper dumpster or				
	other designated container in the loading	x			х
	dock area (use bailer to bail all recycled	^			^
	cardboard)				
OTC Parking Garage	Empty recycling containers and deliver to				х
	loading dock				
Recycling of Break Rooms,	Remove aluminum, plastic, and paper.				
Dining Areas, and Internet	Deliver recyclables to proper dumpster or other designated container in the loading	Х			Х
Café	dock area				
	dook area			l	
	At the end of the evening shift, the				
	supervisor shall inspect all building and				
Inspection	ground areas to ensure that all work is				Х
•	completed and that all lights are turned				
	are locked and that all lights are turned off.				
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DETAILED VACUUM MAP





JANITORIAL CURRENT SQUARE FOOTAGE CLEANING

Janitorial Cleanable Square Footage

	Total Building Square Footage	Cleanable/Occupied Square Footage as of 07/17/2023
1st - COT (includes dock & dock RR)	29452.31	29452.31
2nd - COT/Level 3 NOC	31765.12	31765.12
3rd - COT & EBC / EFCU / Skybridges	23618.20	22879.20
4th - COT	47540.01	47540.01
5th - 36 Degrees North	47819.83	47819.83
6th - COT	47819.83	47819.83
7th - VACANT	47819.83	
8th - Magellan	47819.83	47819.83
9th - Magellan	47819.83	47819.83
10th - COT Conference Center	16368.23	16368.23
11th - Level 3 - Will vacate in Oct 2023	47218.17	47218.17
12th - Level 3	47737.60	47737.60
13th - COT	47737.60	47737.60
14th - COT	47737.60	47737.60
15th - COT	48528.13	48528.13
Total	626802.12	578243.29

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

- 1. <u>Bidder Registration</u>: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form (<u>linked here</u>). If You have any questions regarding registration, email Cheryl Quin at <u>purchasing@cityoftulsa.org</u> or check the City's <u>"Selling to the City" Website.</u>
- 2. <u>Pre-Bid Conference</u>: If a Pre-Bid Conference is required, see the first page for time and location.

Attendance Requirement

- 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 buyer listed on the first page "Assigned Buyer" 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. <u>Issuing of Addenda</u>: The City 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 Website for the latest updates (<u>linked here</u>). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
- 5. <u>Submission and Receipt of Bids</u>: 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 Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

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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 <u>both</u> 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's legal name and Bid number on the <u>outside</u> 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.** The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.



Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. <u>Bid Opening</u>: 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.

IV. BID EVALUATION AND AWARD

- 1. <u>Bid Evaluation</u>: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the <u>Lowest Secure Bidder</u>: 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. <u>Bid Rejection or Withdrawal</u>: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted 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 minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. 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. <u>Bid Award Recommendation and Appeal</u>: 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 8:30 am, 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.



V. BID PROCESSING

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.

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 the date the City Accepts the Bid or ____365___ Days after the Bid Opening Date, whichever is earlier.

2. <u>Purchase Order Without Contract</u>: 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 IFB will govern the transaction and be enforceable by the City and Seller.

3. 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	\$2,000,000.00
Automobile Liability: Combined Single Limit (CSL), 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
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. Bonding: Yes: ☐ Performance Bond is Required Amount: \$100,000.00



TAC 923B | OTC Janitorial Services | Issue Date: 07/31/2023 **5. Federal Funding**: If the box is checked "Yes," federal funding is involved with this purchase: Yes: □ No: ⊠ **6.** References: If the box is checked "Yes," References are required: Yes: ⊠ If yes, number of references required: 2 No: □ For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or 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

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/to begin providing Services: You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do may result in City terminating the Agreement and pursuing collection under any performance bor as well as seeking any other damages to which it may be entitled in law or in equity. Pricing: Item Description Monthly Cost Annual Cost 1. Complete Janitorial Services for One Technology Center TOTAL EXTENDED COST NOT TO EXCEED: ((All costs must be included or Your Bid will be disqualified) Hourly Cost for additional service not covered by the contract \$		didder's company name as reflected on its organizational document	s, med with the state in which	Bidder is organized)
may result in City terminating the Agreement and pursuing collection under any performance bor as well as seeking any other damages to which it may be entitled in law or in equity. Pricing: Item Description Monthly Cost Annual Cost 1. Complete Janitorial Services for One Technology Center TOTAL EXTENDED COST NOT TO EXCEED: (All costs must be included or Your Bid will be disqualified) Hourly Cost for additional service not covered by the contract /hr THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASE IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM. Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase durit the first year of the term of the Agreement. However, if You anticipate that You will not be able maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods: a. The increase is limited to the change in the Consumer Price Index from BLS Tate 1* (web link below) from the prior year b. Or the following fixed percentage:				er the Supplies and/or
Item Description Monthly Cost Annual Cost 1. Complete Janitorial Services for One Technology Center \$ TOTAL EXTENDED COST NOT TO EXCEED: (All costs must be included or Your Bid will be disqualified) Hourly Cost for additional service not covered by the contract \$	may res	sult in City terminating the Agreement and pursui	ng collection under a	ny performance bond,
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Tulsa A New Kind of Energy.

State o	of Organization:			
Bidder	's Type of Legal Entity: (check one) □ Sole Proprietorship □ Partnership □ Corporation □ Limited Liability Company		•	
Bidder	's Address:			
	Street	City	State	Zip Code
Bidder	's Website Address:			
Sales (Contact:		Contact for Legal No	tice:
Name:		_	Name:	
Title/Po	osition:	_	Title/Position:	
Street:		_	Street:	
City:		_	City:	
State: _		_	State:	
Phone:		_	Phone:	
Email:		_	Email:	
How	did you learn about this busines	s opportunit	y with the City of T	ulsa?
	Email from Assigned Buyer			
	City of Tulsa Website			
	Tulsa World posting			
	Purchasing search engine			
	Industry colleague			
	Other:			



AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STAT	E OF
COUN)ss. ITY 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:
Subsc	ribed and sworn to before me thisday of, 20
Notar	/ Public
Му Со	ommission Expires:
Notar	/ 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 and address) (the "Seller").

WITNESSETH:

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

TAC 923B OTC Janitorial Services

(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.

- 1.1. "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.
- 1.2. "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.
- 1.3. "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.
- 1.4. "Agreement" consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. "Bid Opening Date" means the date the Bid is opened by the City.
- 1.6. "Bid Submission Date" means the date the Bid is due from Bidder to the City.
- 1.7. "City" means the City of Tulsa, Oklahoma.
- 1.8. "Days" means calendar days unless otherwise specified.
- 1.9. "Invitation for Bid" or "IFB" consists of the following documents: Cover page, Sections I-V, Exhibit A Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. "Primary Seller" means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. "Purchasing Ordinance" means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. "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.
- 1.13. "Seller" means the Bidder whose Bid City Accepts.
- 1.14. "Specifications" means the technical and/or performance requirements for the Supplies or Services.
- 1.15. "You" or "Your" means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. "Website" means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing
- 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.



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PURCHASE AGREEMENT

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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 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.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

- 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 Supplies, 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. Rejection, Seller Bears Risk. All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
- 10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
- 11. Conflict of Interest. By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
- 12. **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.
- 13. **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.



PURCHASE AGREEMENT

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- 14. **No liens**. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller 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.
- 15. **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.).
- 16. **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.
- 17. **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 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.
- 18. **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.
- Payment. Invoices should be e-mailed to the 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.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

- 20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
- 21. **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.
- 22. **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:

To Seller: Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.

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

23. **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



PURCHASE AGREEMENT

(Page 4 of 5)

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.

- 24. **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.
- 25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
- 26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
- 27. Headings. The headings used herein are for convenience only and will not be used in interpreting this Agreement.
- 28. **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.
- 29. 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.
- 30. **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.
- 31. **Entire Agreement**. The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope 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.
- 32. 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.
- 33. **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.
- 34. Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:
 - 34.1. 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;
 - 34.2. 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;
 - 34.3. 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;



PURCHASE AGREEMENT

(Page 5 of 5)

- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
- 35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 36. 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.

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.

<u>Se</u>	eller Company Name:				
Sign Here ▶					
					
ATTEST:	Printed Name:				
	Title:				
Corporate Secretary	Date:				
CITY OF TULSA, OKLAHOMA, a municipal corporation,					
ATTEST:	<u>By:</u> Mayor				
City Clerk	Date:				
APPROVED:					
Assistant City Attorney					



BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed <u>all</u> 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 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 <u>outside</u> of the package, container, or envelope. The package, container, or envelope should contain <u>both</u> of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted.**

Bidder's Name:	
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BIDDER CHECKLIST				
BIDDER DOCUMENTS	PAGES	INCLUDED?		
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 20-22			
Specifications	3-9			
Attachment A	10-17			
Detailed Vacuum Map	18			
Janitorial Current Square Footage Cleaning	19			
Certificate of Insurance	23			
References (if applicable)	24			
EXHIBIT A: Delivery and Pricing	25-26			
Affidavits Signatures of Authorized Agent and notarization required	27			
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.	28-32			

PACKING LABEL

Top Left Corner

Your Company Name Street Address City, State, Zip Code

FROM:

City of Tulsa – City Clerk's Office

175 East 2nd Street, Suite 260 Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 923B

BID DESCRIPTION: OTC Janitorial Services

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 is designed to assist Your Bid in getting 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.

