



**Invitation For Bid TAC167G
Janitorial Services
PAC
Issued: October 19, 2017**

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

BID # 167G

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

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

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, December 06, 2017, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

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

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

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

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

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



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SUMMARY SHEET

Project Buyer

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

Terry O. Thomas, Senior Buyer

tthomas@cityoftulsa.org

Include **IFB TAC167G** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB **TAC167G** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

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

Issuing of Addenda

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

Pre-Bid Conference

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

Date Monday, November 13, 2017 Time 9:30 AM and Wednesday, November 15, 2017 Time 9:30 AM

Location: Conference Room 3th Floor, 175 East 2nd Street, Tulsa OK 74103

Attendance at either Pre-Bid Conference is required to submit a Bid

Attendance is not required to submit a Bid.

Bid Packet Submission

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

Electronic Copy also required.

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

Bid Opening

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



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**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: _____

Bidder's Address: _____
Street City State Zip Code

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____



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

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

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

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

WITNESSETH:

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

TAC 167G Janitorial Services

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

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

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

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



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
 - i. To Seller: _____
 - To CITY: _____
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - With a copy to: _____
Terry O. Thomas, Senior Buyer
175 E 2nd Street, Suite 575
Tulsa, OK 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, 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 shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding



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

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



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

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

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

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

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

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)

)ss.

COUNTY OF _____)

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

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

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/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.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ▶

Printed Name: _____

Title: _____

Date: _____

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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - 1) **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.
 - 2) **General Partnerships** – any partner can sign to bind all partners.
 - 3) **Limited Partnerships** – the general partner must sign.
 - 4) **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - 5) **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.
 - 6) **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder ”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.

- 3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- 9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
 - B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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

apinvoices@cityoftulsa.org

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

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

Yes: (3) No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and Service Years by Bidder.

Company Name: _____
Contact Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Service Years: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Service Years: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Service Years: _____

Is City of Tulsa Purchasing Card acceptable (This is a Visa): YES _____ NO _____

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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the agreement period, as nearly as possible, to purchase all the requirements for the item(s) bid for Janitorial Services at the Tulsa Performing Arts Center ("TPAC") from the firm(s) to which the agreement is awarded.

SPECIFICATIONS:

1. PRODUCT SAMPLES:

Upon request, bidders may be required to furnish samples of any products used in the course of the work outlined. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the bidder.

2. SELLER'S PERFORMANCE:

The Seller shall furnish all necessary labor, tools, appliances, equipment, supplies and maintenance, and other accessories, services and facilities to perform the custodial services at the TPAC. The Director of the Tulsa Performing Arts Center ("Director") will decide all questions that may arise as to the quality and acceptability of any work performed under the agreement. If, in the opinion of the Director, performance becomes unsatisfactory, the City shall notify the Seller. Sellers must have a phone number where Seller or designee can be contacted within one (1) hour, seven (7) days per week.

- A.** All hard surface floors are to be kept at an acceptable / presentable condition, stripped, waxed and polished when needed, not to exceed 4 times per calendar year, and kept to the presentable condition to the satisfaction of the Director.
- B.** It is expected that a designated member of the Seller's management staff will tour the facility with the Director on a monthly basis to assure quality control and the Seller's own performance standards. This person should not be an employee normally assigned to supervise or direct the working crews, or an employee having performed the work.
- C.** 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 billing pro-rated for the number of days of unsatisfactory or skipped services received in that month will be deducted from balances due or to become due the Seller. If the quality of an important portion of the services is unacceptable, but the majority of the services at that facility are acceptable, then an amount will be deducted from balance due or to become due the Seller to cover the time necessary to do the deficient function acceptably, multiplied by the hourly labor rate stated on the pricing page under "EVENT ATTENDANTS". The minimum deduction, regardless of the time necessary to correct the deficiency, shall be forty (\$40.00) dollars.

3. ENERGY CONSERVATION:

Energy conservation shall be practiced and lights in unoccupied areas turned off; this does include all cleaning closets, performance spaces, and dressing room areas after a proper cleaning. Exterior doors and interior back stage passage doors will be kept closed and locked. This includes elevator passage locks to restricted areas.

4. SELLER'S EMPLOYEES:

Seller shall submit a current list of the names, addresses, dates of birth and Social Security numbers of all employees who perform work under this agreement, that initial list is to be submitted to the TPAC Operations Director, four days prior to employees start date. Changes in the employment list shall be



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reported to the TPAC Operations Director within ninety-six (96) hours **PRIOR** to working in the TPAC Seller is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have a birth certificate, Certificate of Naturalization, Immigration card, or a special entry permit. Employees must not have any record of proven gang affiliation, record of arrest, or conviction for the past three (3) years.

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

A. Proper Attire: All Seller employees shall wear some form of uniform attire, mutually agreed upon by the Tulsa Performing Arts Center and the Seller. This attire shall be supplied at the Seller's expense. This attire need not be a traditional uniform, but must appear to be clean, well-kept and presentable. This form of dress will represent not only the Seller's business, but also the City of Tulsa - Performing Arts Center, to the clients and patrons of the facility.

- 1) This attire shall not have any graphic or lettering upon any individual garment.
- 2) Any identification shall be pursuant to the "Employee Identification and Building Access" clause.
- 3) The apparel shall be dark in color.

B. Work Supervision: The Seller shall provide on-site supervision and appropriate training to assure competent performance of the work and the Seller or his authorized agent will make sufficient daily routine inspections to ensure that the work is performed as required by this agreement. Copies of these inspection reports will be provided to the City upon request. Seller's Post Event Cleaning Crew Job Manager and all 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.

5. INSPECTIONS:

The TPAC Operations Director or a designated staff member may conduct random daily inspections of the areas covered under this agreement. Should it be necessary the TPAC Operations Director shall notify Seller as to any discrepancies that may be found. Seller agrees to have these discrepancies remedied within 24 hours of notification.

SAFETY:

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

Material Safety Data Sheets must be supplied on all chemicals utilized under this agreement upon its award.

All chemicals utilized in the TPAC must be properly identified with manufacturer's labels, and SDS Sheets supplied to TPAC

TELEPHONE SERVICE:

The Seller shall be allowed job-related use of local City telephone service for local calls at no cost to the Seller. Seller will pay the cost of repair for damage caused by Seller, to the telephone equipment over and above normal wear and tear.

No toll or long distance calls will be allowed by the Seller and/or Seller's employees.

Mobile phone usage is not permitted during working hours. Personal phones may be accessed during a scheduled break.



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Taking a break to answer a call is not acceptable. If this becomes a problem then Seller's employees will not be allowed to carry personal phones while performing cleaning duties.

A list of emergency telephone numbers will be maintained at the work locations by the Seller, and shall include Police and Fire Departments.

SECURITY:

1. EMPLOYMENT OF ILLEGAL ALIENS BY SELLER PROHIBITED:

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

2. SECURITY CLEARANCE:

Prior to commencing any work under this agreement, the City 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 City of Tulsa Security Office ("Security") within fourteen- (14) days prior to the starting date of this agreement a completed Oklahoma State Bureau of Investigation ("OSBI") Form #CHRD01 "CRIMINAL HISTORY INFORMATION REQUEST" for all principals, officers or employees who will work on any City premises covered by this agreement. This report must be current and performed **within the past thirty -(30) days.**

B. This same "CRIMINAL HISTORY INFORMATION REQUEST" requirement must be met for all new employees added during the term of the agreement and must also be submitted to 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. TPAC and Security shall be notified within **twenty-four- (24) hours** of any changes of employment pertaining to employees that work in City buildings. Identification badges shall be returned to Security and notices of termination shall be faxed to TPAC office within **seventy-two- (72) hours**, upon termination of an employee for any reason.

D. Official City identification badges shall be issued by Security and shall be worn and displayed at all times by all Seller or Seller's employees while on City's premises. (Cost of badges to be paid for by the Seller)

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

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

4. Minors, including family members of the Seller or their employees, are not to be on the project sites during agreement work hours and are prohibited from performing any work under this agreement.

5. DOORS, WINDOWS, ALARMS & LIGHTS

A. All outside entrance doors and windows shall be secured at all times.

B. All interior and exterior doors shall be checked and locked on completion of cleaning with any alarm systems restored.

C. All interior doors in secure areas must remain locked except while work in the immediate area is in progress.



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D. All lights in unoccupied areas shall be turned off on completion of cleaning, except where centrally controlled.

6. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS:

Identification badges shall be furnished by the City to be worn and displayed at all times by all Seller's employees while on the TPAC premises. The badge shall have the employee's picture, name, signature, and driver license number.

A. Access to each area shall be as identified by the TPAC Operations Director. Seller's employees may not leave the premises during assigned Seller working hours except in cases of emergency and on approval of the TPAC Operations Director. Access to designated restricted areas, is forbidden by Seller's employees. Restricted areas shall be designated by the TPAC Operations, or Technical Director. All doors shall be locked on completion of cleaning and alarm systems restored.

B. Only authorized Seller's employees are allowed on the premises of the TPAC for the purpose of executing required Seller's work. Seller employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person, unless said person is an authorized Seller employee.

C. The City reserves the right to demand a background investigation of any Seller employee before such employee begins work in the TPAC and during the course of the agreement. Such background checks shall be performed at Seller's cost.

7. BUILDING SECURITY:

The Seller will be provided with keys to allow access to rooms which require cleaning. Keys provided to the Seller shall not be duplicated, nor are they to be issued to any particular individual to be retained in their possession while not physically performing duties under this agreement. All appropriate outside entrance doors must be left secured at all times.

STORAGE SPACE:

The Seller may store supplies, materials, and equipment, only in storage areas designated by the TPAC Operations Director. Seller agrees to keep its portion of the storage areas in accordance with all applicable fire regulations. The use of TPAC storage facilities will be on a space available basis and subject to the approval of the TPAC Operations Director.

No materials or equipment shall be stored or temporarily set in rest rooms or other spaces accessible to the public.

NIGHTLY REPORT AND SIGN-IN SHEET:

The nightly report and sign-in sheet shall be signed and dated daily by Seller or Seller's designated supervisor.

1. The report shall at minimum contain the following information:

A. Discrepancies from the routine or assigned work schedule and an explanation of the circumstances involved.

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

C. Damage, vandalism or broken windows by description and location.

2. Any and all problems and/or complaints of a minor nature or similar isolated incidences may be handled directly between the Seller's supervisor on duty and the TPAC Staff. A summary of the incident and resolution shall be contained in nightly report.



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3. Each Seller employee working in the TPAC will be required to sign in and out. Under no circumstances may a Seller employee sign in or out for another Seller employee on this report.

PERFORMANCE INTERFERENCE:

The Seller shall notify the TPAC Operations Director immediately of any occurrence or conditions within the building that interferes with the full performance of the agreement and confirm it in writing within twenty-four (24) hours.

BIDDER QUALIFICATIONS:

These are specific factors that will be considered by the City/TPAC include:

1. Bidder must be an established custodial Seller with a continuous business record of at least five (5) years, as the named, bidding company.
2. Bidder must have current and past clients with single facilities over 400,000 square feet, either in one facility or in connected combinations.
3. Bidder must have commercial cleaning equipment that can be assigned exclusively to the TPAC;
 - A. the equipment shall be used less than two **(2)** years,
 - B. the equipment shall include
 - 1) a minimum of 5 professional grade vacuums,
 - 2) one (1) professional grade carpet extractor/floor machine,
 - 3) one (1) professional grade high speed buffer,
 - 4) a professional grade upholstery machine,
 - 5) and all manual equipment needed for proper custodial maintenance of the building and furnishings. Manual equipment includes a minimum of five (5) professional grade mops, mop buckets and strainers; used only for bathroom cleaning.

<<< Under no circumstances will these mop stations be used for cleaning anything other than bathrooms.>>>

4. Bidder must supply a current and past, client listing, indicating those with similar circumstances and building furnishings, for evaluation with the bid submission (i.e., 16-24 hour operation, variable schedule, combination of production and public areas, art collections, direct public contact).
5. Bidder must be able and willing to supply complete cleaning of major areas within a twelve **(12)** hour notice.
6. Bidder must be an Equal Opportunity Employer, as defined by the laws of the United States and the State of Oklahoma.
7. All bidders must visit the Tulsa Performing Arts Center prior to submitting a bid (Pre-Bid Conference/Walk-Through).
8. Bidder will provide bonding for all full and part-time employees.
9. Bidder must be able to supply all cleaning, disinfectants, waxes, wax stripping materials, wastebasket liners and all soap and paper products to the facility per standards agreed to by both parties.



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BID PROPOSAL

BID PRICE SCHEDULE:

Bid shall include all applicable sales or use taxes. The Seller shall be responsible for the payment of the applicable taxes on all materials or supplies used in the performance of the agreement.

AWARD:

Award will be made on a Five (5) year "Total Cost Not to Exceed" price basis, with respect to the qualifications of the bidders, and specific qualifiers set forth in this document. However, bids submitted without all requested information and pricing will be considered non-responsive and rejected. Participation in pre-bid conference and walk through tour is mandatory.

AWARD EVALUATION QUALIFICATION:

Award will be made to a Seller who, is regularly established in the business of custodial services, and who has demonstrated the ability to perform the required service in an acceptable manner, price notwithstanding and will also be based on a point evaluation.

Evaluation Criteria

Technical capability of the Seller to accomplish the scope of work required. This includes performance history on past and current government or industrial agreements.	20
Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the required work.	20
Successfully meets the specific criteria of the Bidder Qualifications	20
Cost	40
Total possible points	100

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PERFORMANCE EXPECTATIONS

CUSTODIAL SERVICE - TULSA PERFORMING ARTS CENTER

General Expectation of Appearance: It is the general expectation of the TPAC that all areas of the building open to Clients, Patrons and Staff, attain or are maintained in such a manner that reflects cleanliness and attention to detail. All areas shall be clean, sanitary and well maintained from a custodial viewpoint. The TPAC will make every effort to affect repair to any surfaces that prove to be a hindrance in attaining the appearance standard. The areas and their associated listings are meant to be a semi-specific guideline in terms of a standard and expectation. It is not the intent of this listing to suggest that each item be accomplished every time the area is cleaned, however, items that are generally recognized by the Seller and the TPAC staff as repetitive, necessary, points for each cleaning should be agreed upon, prior to the contract execution. The points listed are items of appearance, except those that deal with the public health in restroom and dressing room areas.

Many of the points listed in this expectation, can be found in the general bidding guideline, with reference to frequency. It is not the intent of this expectation to supersede or circumvent the established guideline, upon which the initial bid was offered.

Recycling:

Seller shall support the TPAC recycling efforts as outlined.

Material and Supplies:

Bidder must supply the material and supplies as specified below or approved equals.

Paper Products:

2 ply Toilet Tissue-White - soft, to fit existing dispensers
White SCA #560 Park Avenue Towels and equivalent rolls for installed dispensers.

Floor Finishes:

High solids/Thermoplastic Finish--High Traffic that can be maintained by spray/buff process on short notice.

Hand Soap:

Lotion type for existing dispensers. Product must not separate in the container.

Cleaners:

Low odor, hypo-allergenic-type cleaners must be used in all dressing room areas. No "masking-scent" cleaners should be used in any areas.

Other material and supplies may be required to achieve the desired standard of work.

All materials and supplies shall be eco-friendly wherever possible.

Waste basket liners and trash liners and deodorizers.



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Daily Routine Cleaning: Monday – Friday (See Exhibit B):

Morning hours:	Level 2	2nd Street Lobby
	Level 2	Access Hallway
	Level 2	Elevator Lobby
	Level 2	Stage Door Area
9:30am to 10:00am:	3 rd Street	Ticket Office
10:00am to 3:30pm:	Theatres and Associated Spaces to include general cleaning and trash removal in dressing rooms, greenrooms and crossover areas, theatre interiors and lobbies	
	Note: Production wardrobe and props will be present in these rooms, do not touch or rearrange.	
3:30pm to completion:	All remaining staff offices, Admin restroom and conference room, employee breakroom and hallway.	

General Event Cleaning: Monday through Sunday (See Exhibit B):

Service should be performed before, during and after an event at the Tulsa Performing Arts Center.

NOTE: An event cleaning for any particular facility will include all entry points and support areas

General Notes:

- A. Cleanliness of all concessions equipment, to include bars, coolers, sinks, carts, etc. is the responsibility of the concessions vendor. Housekeeping is responsible for vinyl flooring, backsplash walls, and carpets around the bar and service areas.
- B. The exterior steps and ramps on the North and South ends of the Promenade require daily sweeping and trash removal.
- C. During rehearsals and performances do not disturb any production related items. Clean around as best as possible. Toilet and shower facilities in these areas must be cleaned daily.
- D. Stage floors in Chapman, Williams, Doenges, and Norman are the responsibility of TPAC Stage/Tech.
- E. Trash receptacles should be emptied in all areas on a regular basis. The metal or plastic containers should be washed out every two months.
- F. Invited Dress Rehearsals (IDR): This is an invited public performance and should be treated as such, and **will require a post-performance cleaning!** Theatre & support areas should be at a performance level of cleanliness, to include all public areas (lobbies, restrooms, etc.)
- G. All dressing rooms will be cleaned and floors swept and mopped at the end of a client's production, this dressing room cleaning will occur at the end of or during client's load out unless rescheduled by the TPAC Operations Director due to scheduling conflicts.
- H. General cleaning and detail will include areas that might warrant additional attention other than event cleaning and routine.
- I. Restrooms: All grouted tiled floor bathrooms are to be kept in clean presentable condition, so that urine stains in the grout are kept at a minimum. The bathrooms grout stains will be cleaned and sanitized to the satisfaction of the TPAC Operations Director not to exceed 4 times per calendar year.
- J. Carpeted Areas: A proper number of beater bar vacuums will be used on the carpeted areas within the Tulsa Performing Arts Center; the use of backpack vacuums will be limited to the seated audience areas within the TPAC.
- K. All hard surface floors are to be kept at an acceptable / presentable condition, stripped, waxed and polished when needed, not to exceed 4 times per calendar year, and kept to the presentable condition to the satisfaction of the TPAC Operations Director.



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AT LEAST FOUR (4) HOURS PRIOR TO PERFORMANCE TIME:

1. Inspect backstage areas - Greenroom, Dressing Rooms and Restrooms for cleanliness and adequate supplies.
2. Inspect elevator car for cleanliness.
3. Inspect all elevator lobbies for cleanliness (Red, Purple, and Blue)
4. Inspect all lobby and restroom facilities (all levels) for cleanliness and adequate supplies. (Including 2nd Street Lobby)
5. Inspect auditorium for cleanliness.
6. Stand-by as needed in the area.

PERFORMANCE TIME: No later than ten (10) minutes after start of performance

AFTER INTERMISSION(S): No later than five (5) minutes after start.

1. Level 1 Lobby:

- a. Inspect/restock restrooms
- b. Pick-up and deposit any trash
- c. Empty and wipe all ashtrays (exterior - parking garage)
- d. Spot clean exterior area around ashtrays and entryway
- e. Spot clean carpet/floors as needed: (ashes, spills, etc.)

2. 2nd Street Lobby:

- a. Pick-up and deposit any trash
- b. Empty and wipe all ashtrays (exterior)
- c. Spot clean exterior area around ashtrays and entryway
- d. Spot clean carpet/floors as needed: (spills, etc.)

AFTER LAST INTERMISSION:

<<<<<<<<The routine above plus the following: >>>>>>>>>>>>>

3. Elevator car & lobbies (parking garage entrances):

- a. Pick-up and deposit any trash
- b. Empty and wipe all ashtrays (interior/exterior-parking garage)
- c. Spot clean carpet/floors as needed: (ashes, spills, etc.)

FOLLOWING THE EVENT: As per instruction from Seller



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**General Reference
CUSTODIAL SPECIFICATIONS**

DAILY CLEANING (Monday-Friday)

Administrative Offices		3,000 sq. ft.	carpet
Second Street Lobby		1,426 sq. ft.	carpet
Elevator Lobbies	Elev. #3	626 sq. ft.	carpet
Third Street Lobby	Level 3	3,659 sq. ft.	carpet
Ticket Office	Level 3	424 sq. ft.	carpet
Elevator Lobbies	Elev. #6	807 sq. ft.	carpet
Stage Door & Hallway	Level 2	1,501 sq. ft.	linoleum tile
Stage/Tech - T.D. Office	Level 3	800 sq. ft.	carpet

PERFORMANCE CLEANING (per performance)

To be performed immediately following performance to completion -- all dimensions approximate.

Chapman Music Hall:

Lobby	Level 3&4	5,159 sq. ft.	carpet
Restrooms (2)	Level 3	1,800 sq. ft.	carpet/tile
Seating	Orchestra	3,314 sq. ft.	carpet
Seating	Orchestra	9,600 sq. ft.	cement
Lobby	Mezzanine	1,520 sq. ft.	carpet
Restrooms (2)	Mezzanine	672 sq. ft.	carpet/tile
Seating	Mezzanine	1,520 sq. ft.	carpet
Seating	Mezzanine	3,212 sq. ft.	cement
Lobby	Balcony	1,988 sq. ft.	carpet
Restrooms (2)	Balcony	672 sq. ft.	carpet/tile
Seating	Balcony	1,100 sq. ft.	carpet
Seating	Balcony	2,132 sq. ft.	cement
West Entry Foyer (lower)	Level 4	101 sq. ft.	terrazzo
West Entry Foyer (upper)	Level 4	725 sq. ft.	terrazzo
Promenade Restrooms	Level 4	1,000 sq. ft.	tile/carpet
Promenade:	Level 4	4,190 sq. ft.	terrazzo/marble
LaFortune Studio	Level 4	2,750 sq. ft.	battleship linoleum
Westby Pavilion	Level 4	2,750 sq. ft.	carpet/terrazzo/marble
Crossover Hallway	Level 4	1,050 sq. ft.	carpet
Crossover Restrooms (3)	Level 4	300 sq. ft.	tile
Greenroom	Level 4	925 sq. ft.	carpet



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Dressing Rooms & Hallway	Level 3	4,974 sq. ft.	carpet/cement/tile
Backstage Restrooms (2)	Level 3	128 sq. ft.	tile
Lobby	Level 1	2,407 sq. ft.	carpet
Restrooms (2)	Level 1	1,200 sq. ft.	tile

John H. Williams Theatre:

Seating		2,288 sq. ft.	cement
Seating		1,813 sq. ft.	carpet
Dressing Rooms	Level 1	960 sq. ft.	linoleum/tile
Greenroom	Level 1	504 sq. ft.	carpet
Service Hallway	Level 1	3,182 sq. ft.	linoleum

Liddy Doenges Theatre

Aisles and Foyer	Level 1	2,544 sq. ft.	carpet
Dressing Rooms	Level 2	2,106 sq. ft.	linoleum/tile
Employees Lounge	Level 2	350 sq. ft.	cement
Charles Norman Theatre		2,704 sq. ft.	epoxy/paint
Charles Norman Foyer	Level 1	100 sq. ft.	carpet

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

1. Delivery.

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

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Note: Future renewals, Second through Fifth year will be subject to available funding and are not automatic nor implied by this Agreement.

Item	Description	Unit QTY	Unit Cost	Extended Cost
1	Monthly Rate: Monthly fee for administrative office cleaning			
	First Year:	12 mos.		
	Second Year	12 mos.		
	Third Year:	12 mos.		
	Fourth Year	12 mos.		
	Fifth Year:	12 mos.		
	Performance Fee – Per Event			
2	Chapman Music Hall:	Events/yr. (estimated.)		
	First Year:	200 events		
	Second Year	200 events		
	Third Year:	200 events		
	Fourth Year	200 events		
	Fifth Year:	200 events		
3	Williams Theatre:			
	First Year:	200 events		
	Second Year	200 events		
	Third Year:	200 events		
	Fourth Year	200 events		
	Fifth Year:	200 events		
4	Liddy Doenges Theatre			
	First Year:	170 events		
	Second Year	170 events		
	Third Year:	170 events		
	Fourth Year	170 events		
	Fifth Year:	170 events		
5	Charles Norman Theatre:			
	First Year:	60 events		
	Second Year	60 events		
	Third Year:	60 events		
	Fourth Year	60 events		
	Fifth Year:	60 events		
6	Promenade		NC	



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Item	Description	Unit QTY	Unit Cost	Extended Cost
	First Year:	10 events		
	Second Year	10 events		
	Third Year:	10 events		
	Fourth Year	10 events		
	Fifth Year:	10 events		
7	LaFortune Studio:			
	First Year:	120 events		
	Second Year	120 events		
	Third Year:	120 events		
	Fourth Year	120 events		
	Fifth Year:	120 events		
8	Westby Pavilion:			
	First Year:	200 events		
	Second Year	200 events		
	Third Year:	200 events		
	Fourth Year	200 events		
	Fifth Year:	200 events		
9.	Gallery:			
	First Year:	25 events		
	Second Year	25 events		
	Third Year:	25 events		
	Fourth Year	25 events		
	Fifth Year:	25 events		
10	Level 1 Lobby:			
	First Year:	10 events		
	Second Year	10 events		
	Third Year:	10 events		
	Fourth Year	10 events		
	Fifth Year:	10 events		
11	Second Street Lobby:			
	First Year:	10 events		
	Second Year	10 events		
	Third Year:	10 events		
	Fourth Year	10 events		
	Fifth Year:	10 events		
12	3rd Street Lobby:			
	First Year:	10 events		
	Second Year	10 events		
	Third Year:	10 events		



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Item	Description	Unit QTY	Unit Cost	Extended Cost
	Fourth Year	10 events		
	Fifth Year:	10 events		
13	EVENT ATTENDANTS (As Required)			
	First Year	5500 man/hours		
	Second Year	5500 man/hours		
	Third Year	5500 man/hours		
	Fourth Year	5500 man/hours		
	Fifth Year	5500 man/hours		
14	ESTIMATED TOTALS: Per year total included items 2-13			
Monthly Service & Performance Cleaning: (Monthly x 12) + (Area price x # of estimated events)				
	First Year			
	Second Year:			
	Third Year:			
	Fourth Year:			
	Fifth Year:			
Events Attendants:				
	First Year:			
	Second Year:			
	Third Year:			
	Fourth Year:			
	Fifth Year:			
TOTAL COST NOT TO EXCEED: (Combined totals from all items) (All costs must be included or your Bid will be disqualified)			<input type="checkbox"/> \$ _____	

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET



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EXHIBIT B CHECKLIST**

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EXHIBIT B:	Tulsa Performing Arts Center Housekeeping Checklist									
RESTROOMS	Clean all mirrors									
	Clean all chrome fixtures									
	Clean all stall partitions and doors									
	Clean, disinfect and deodorize all porcelain fixtures									
	Sweep and mop floor									
	Restock soap and paper products									
	Empty all trash receptacles									
	Vacuum and treat all carpet areas									
	Clean and wipe door surface and hardware									
	NOTES									
Level 7 Followspot Booth										
Level 6 CMH Balcony										
Level 5 CMH Mezzanine										
Level 4 CMH Orchestra										
Level 3 CMH 3rd Street Lobby										
Promenade										
Level 2 Admin Office										
Level 1 2nd Street Lower Lobby										
Level 4 CMH Backstage Crossover										
Level 3 CMH Dressing Rooms										
Level 2 D/N Dressing Rooms										
Level 1 JHW Dressing Rooms										

THEATRE INTERIORS	All carpeted surfaces vacuumed and treated (incl seating riser aisles)									
	All non-carpeted surfaces swept (mopped if necessary)									
	All seat backs, bottoms and sides wiped and gum removed if present									
	All seat upholstery cleaned as needed									
	All handrails cleaned									
	All doors and hardware cleaned									
	All exit vestibules cleaned and vacuumed									
	All booth windows (exterior) cleaned									
	Collect all trash and empty trash receptacles (if present)									
	Dust and wipe down all furniture									
	NOTES									
Level 6 CMH Balcony										
Level 5 CMH Mezzanine										
Level 4 CMH Orchestra										
Level 4 CMH Control Booth										
Level 3 Gallery										
Level 4 Westby Pavilion										
Level 4 LaFortune Studio										
Level 1 Williams Theatre										
Level 1 Williams Theatre Booth										
Level 1 Doenges Theatre										
Level 1 Norman Theatre										



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EXHIBIT B:		Tulsa Performing Arts Center Housekeeping Checklist											
LOBBIES		Carpet vacuumed and treated Concessions hard surface damp mopped Dust and wipe down all furniture, signage and racks All chrome fixtures dusted and cleaned Elevators: clean doors and interior surfaces, vacuum Theatre doors cleaned Empty all trash receptacles Stairs vacuumed, handrails and glass cleaned Dust television monitors Sweep exteriors around all entryways into lobbies Glass and metal cleaned on exterior doors Floor spray buffed (Promenade only)										NOTES	
		Level 6 CMH Balcony Lobby											
Level 5 CMH Mezzanine Lobby													
Level 4 CMH Orchestra Lobby													
Level 3 CMH 3rd Street Lobby													
Level 3 CMH Lobby Ramp													
Gallery Elevator Lobby (RED)													
Gallery Elevator Lobby (PURPLE)													
Gallery Elevator Lobby (BLUE)													
Promenade and West Entry Foyer													
Level 2- 2nd St Lobby (incl garage entrance)													
Level 1- Lower Lobby (incl garage entrances)													

OFFICE SPACES		Empty trash receptacles Vacuum and treat carpet Clean doors and hardware Wipe down and clean counter surfaces Clean all glass surfaces and mirrors Dust all picture frames, lamps, etc. Dust computer monitors (non-static treatments) Dust and wipe down all furniture Dust coat racks (coat room only)									NOTES	
		Coat Room										
3rd Street Ticket Office												
Operations Offices (behind Gallery)												
Employee Breakroom												
CMH backstage production office												
2nd Street Ticket Office												
House Manager's Offices												
Administrative Offices												
Administrative Conference Room												
Stage Door Security Office												
Engineering Control Room												



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EXHIBIT B: Tulsa Performing Arts Center Housekeeping Checklist											
BACKSTAGE AREAS	Sweep and mop hard surface floors	Remove all trash and empty trash receptacles	Clean floors and hardware	Wipe down table and counter surfaces	Vacuum and treat carpet	Clean all mirrors and chrome fixtures	Wipe down all plastic chairs	Dust wedge toe kickers	Dust television monitors	Wipe down handrails	NOTES
Level 4: CMH Greenroom											
Level 4: CMH Backstage Crossover											
Level 4: CMH Loading Dock Area											
Level 3: CMH Dressing Rooms											
Level 3: CMH Wardrobe Room											
Level 3: CMH Musician's Warm Up Rm											
Level 3: CMH Laundry Room											
Level 3: Service Hallways											
Level 2: D/N Dressing Rooms											
Level 2: Service Hallway											
Level 1: Williams Greenroom											
Level 1: Williams Dressing Rooms											
Level 1: Service Hallway											
All Levels: Stairwells											

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