

10/01/2024

Invitation for Bid (IFB) TAC 263i

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid.

This addendum must be listed as Addendum #1 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:

Changed Letter E. under **WORK SCHEDULE**: on now page 6 with addition of cover page for addendum of bid packet.

H.R. Safety Training Center (Item 5) must be cleaned Monday, Wednesday, and Friday weekly was stated ("between 8:00am and 4:00pm") **it is now after 4:00pm.**

Bidder Checklist is now on page 30. All page numbers were increased by 1 page with addition of Addendum Cover page

Invitation for Bid (IFB)

TAC 263i

Supplies or Services Requested: Janitorial Services for Police Training Facility, Firing Range, K-9 Facility, Air Support Hangar, H.R. Safety Training Facility, and H.R. Health and Wellness Center (Boeing Building).

Department: Asset Management

NIGP Commodity Code(s): 910-39

Solicitation Schedule

EVENT	DATE
IFB Issue Date	09/20/2024
Mandatory Pre-Bid Conference Police Training Facility 6066 E. 66 th St. N. Tulsa, OK 74117	10/01/2024 at 10:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	10/06/2024 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	10/16/2024

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

Darin Johnson, Buyer | darinjohnson@cityoftulsa.org

Submit Bids (sealed) *All questions should be emailed with IFB TAC 263i on the subject line.*

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.***



Tulsa CITY OF
A New Kind of Energy™

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this IFB is to secure a source for furnishing Janitorial Services on an annual basis for the Tulsa Police Department at the Police Training Facility, Firing Range Facility, K9 Facility, and Air Support Hangar, and for the Human Resources Department at the Safety Training Facility, and Health and Wellness Center for the City of Tulsa.

2. Term of Contract

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

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 [Tulsa Revised Ordinances](#).

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.
- **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

Scope of Services

The City is requesting Bids for Janitorial Services for the Tulsa Police Department at the Police Training Facility, Firing Range Facility, K9 Facility, and Air Support Hangar, and for the Human Resources Department Safety Training Facility, and Health and Wellness Center for the Police Department.

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.

2. Specifications

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

1. **SERVICES/SUPPLIES/EQUIPMENT:**

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

2. **CLEANING REQUIREMENTS:**

The specific cleaning requirements specified herein establish the minimum cleaning requirements. It is expressly understood by the Seller that the intent of this Agreement is to supply the complete janitorial services for the interior and exterior portions of the buildings listed.

3. **AREA INCLUDED IN THE AGREEMENT:**

All offices, foyers, hallways, entryway and doors, windows, stairways, closets, conference rooms, hearing rooms, libraries, restrooms, break rooms, coffee rooms, elevator cabs, sidewalks up to 6 Ft. around entire location, storage areas, and interior windows or partitions as applicable to this Agreement.

4. **AREA EXCLUDED FROM THE AGREEMENT:**

No work is required in elevator pits.

5. **LABOR HOURS:**

Seller shall supply services during the required hours for the Police Training Facility, Firing Range, and K9 Facilities. The Seller is responsible for fulfilling all the cleaning requirements listed in this contract, no matter how many labor hours are involved. The stated labor hours required for the Police Department Training Facilities are minimums. The Seller shall supply enough labor hours to cover cleaning the Air Support Hangar Monday, Wednesday, and Friday between the hours of 9am to noon, and the H.R. Safety Training Center Monday, Wednesday and Friday between the hours of 8am to 4pm. The H.R. Health and Wellness Center will be cleaned on request and billed according to labor hours used there. Whatever labor hours the Seller guarantees will be

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

6. **INITIAL CLEANING:**

Upon cleaning each area for the first time, as identified on the task and frequency schedule of this Agreement, the Seller shall remove all residual, accumulated dirt and soil; even though such dirt and soil may have been in existence prior to the effective date of this Agreement.

SUPPLIES:

1. **SELLER FURNISHED SUPPLIES:**

The Seller will furnish all necessary supplies other than those listed as supplied by the City of Tulsa including but not limited to cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and other products required to provide the cleaning services at all locations listed in Table 1. Supplies shall be of the highest quality and the most suitable type or grade for the work specified under this agreement.

ONLY NON-FRAGRANCE TYPE SUPPLIES SHALL BE USED DURING THE TERM OF THIS AGREEMENT!

2. **CITY OF TULSA FURNISHED SUPPLIES:**

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

Toilet Tissue

Paper Towels

Liquid Hand Soap

Under no circumstances are City of Tulsa supplies to be used in the cleaning of any City owned facilities covered by this Agreement.

Sanitary napkin and tampon vending machines will be the total responsibility of the Seller. **This includes vending and maintenance of each unit. Seller will provide product.**

EQUIPMENT:

1. **SELLER FURNISHED EQUIPMENT:**

The Seller shall furnish all equipment for accomplishment of all work specified at all locations listed in Table 1. Seller's equipment shall be of the size and type suitable for accomplishment of the various types of work described herein and for operating from existing sources of City furnished electrical power.

2. **EQUIPMENT INSPECTION:**

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

WORK SCHEDULE:

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

- A. Seller shall supply two employees for 8 hours each Monday, Tuesday, Wednesday, Thursday and Friday to provide janitorial service at the Police Department Training Facilities (Items 1, 2, and 3). These two employees will take care of the Police Training Facility, Firing Range and K-9 Facility. If these mandatory hours are not supplied a deduction of \$20/hour will be made from the monthly invoice.
- B. Police Firing Range Facility (Item 2) must be cleaned before noon each day and can only be cleaned when range staff is in facility. All arrangements for cleaning must be made through the Range Master.
- C. Police K-9 Facility (Item 3) must be cleaned before noon each day.
- D. Air Support Hangar (Item 4) must be cleaned Monday, Wednesday, and Friday weekly between 9:00am and noon.
- E. H.R. Safety Training Center (Item 5) must be cleaned Monday, Wednesday and Friday weekly between after 4:00pm.
- F. H.R. Health and Wellness Center (Boeing Building) (Item 6) will be cleaned as requested by Operations Manager or their authorized representative.
- G. The procedures for deep cleaning carpets, stripping and waxing hard floor surfaces, and sealing restroom and locker-room floors as well as wall tiles for Items 1, 2, and 3 shall be coordinated with the Police Administration Staff at least 1 week before the cleaning is started.
- H. The procedures for deep cleaning of carpets, stripping and waxing of hard floor surfaces, sealing restroom and locker-room floors as well as wall tiles at the Safety Training Center shall be coordinated through the Safety Training Facility Staff a minimum of 1 week before the cleaning is started.
- I. The Human Resources Health and Wellness Center will be cleaned as requested using the supplied labor rate and cost of materials for invoicing.

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**Table 1
JANITORIAL CLEANING LOCATIONS**

<u>Item</u>	<u>Location</u>	<u>Address</u>	<u>SQ. Footage</u>
1	Police Training Facility	6066 E. 66th St. N.	50,161 sq ft
2	Police Firing Range	6066 E. 66th St. N.	3,410 sq ft
3	Police K-9 Facility	6066 E. 66th St. N.	2,310 sq ft
4	Air Support Hangar Facility	6066 E. 66th St. N.	4,000 sq ft
5	Human Resources – Safety Training Center	10926 E. Cameron St.	4,172 sq ft
6	Human Resources – Health and Wellness Center (Boeing Building) <i>As Requested</i>	9311 E. 2 nd St.	4,300 sq ft
		(Approximate) Total Square Footage	68,353 sq ft.

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

A. **SELLER MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act and other Federal, State, or local regulations, which affect janitorial and housekeeping operations. One- (1) set of Material Safety Data Sheets must be supplied to Asset Management/Building Operations for all chemicals and cleaning agents utilized under this Agreement within five (5) days after award. All chemicals utilized in City facilities must be properly identified with manufacturer’s label and name of janitorial company on each container.

B. SELLER CONTACT INFORMATION:

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

SUPERVISION AND TRAINING OF EMPLOYEES:

1. The Seller shall provide supervision and appropriate training to assure competent performance of the work and the Seller or his authorized agent will make sufficient daily routine inspections to ensure that the work is performed as required by this Agreement. Copies of these inspection reports will be provided to the City daily.
2. Seller’s Job Manager and Supervisors must be able to read chemical labels, job instruction and signs, as well as communicate effectively with management personnel or other City of Tulsa employees.

ASSIGNMENT OF EMPLOYEES:

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

SECURITY:

HANDLED THROUGH CITY OF TULSA SECURITY

SELLER AND EMPLOYEE'S SECURITY CLEARANCE:

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

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

This same "CRIMINAL HISTORY INFORMATION REQUEST" requirement must be met for all new employees added during the term of the Agreement and must also be submitted within **fourteen- (14) days** prior to working in City facilities. This report must be current and performed **within the past thirty- (30) days**.

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

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

BUILDING SECURITY:

- A. Only authorized Seller's employees are allowed on the premises of the City of Tulsa buildings.
- B. Seller's employees are specifically prohibited from signing for or acknowledging receipt of deliveries to City Departments

KEYS:

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

TELEPHONE SERVICE:

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

GENERAL INFORMATION:

A. WORK REPORTS: (Supplied by the City of Tulsa)

Work reports will only be required if any property or equipment is not in a serviceable or operating condition, such as, but not limited to, damage, vandalism, or broken windows, discrepancies from routine work schedule, etc. The work report shall be signed and dated by Seller and submitted to the Asset Management Department by start of work shift the following day. Work reports will be maintained by Seller.

All problems and/or complaints of a minor nature, or similar isolated incidences may be handled directly between the Seller's foreman and the Facility Manager or authorized representative. A work report will not be necessary for minor incidents.

B. INSPECTIONS:

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

C. SIGN IN SHEETS:

Each person working in City facilities will be required to sign in and out. Under no circumstances shall any individual enter another person's name or time on this form. Failure to sign the sign-in sheet will result in being counted as skipped service with corrective action taken as listed per "SELLER'S PERFORMANCE AND PENALTIES"

ADDITIONAL REQUESTED SERVICES AND SERVICE REDUCTIONS:

A. **ADDITIONAL SERVICE REQUESTED:** In the event that other janitorial services, in addition to or separate from the services specified herein, may be deemed necessary by the Asset Management Department or authorized representative, the Seller may be requested to perform the additional services.

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

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

Price decreases shall be based on a per square foot cost utilizing the current Agreement price, approximate total square feet as listed in TABLE 1 and square feet removed from cleaning.

EMERGENCY AND OR PANDEMIC SERVICES:

In the event of an Emergency and/or Pandemic threat to the City of Tulsa - the Asset Management Department will work closely with the Seller to ensure appropriate CDC disinfectants are utilized and any additional Janitorial Services requirements are met. The frequency of cleaning and disinfecting will be required to be recorded on the janitorial checklist and provided daily to the Asset Management Department. Failure to provide this information as required, will result in the City of Tulsa taking the appropriate actions necessary to ensure these guidelines are met.

SELLER'S PERFORMANCE AND PENALTIES:

When a Seller is notified, with photographic discrepancies, that services were not provided on a scheduled date or the overall quality level was unsatisfactory, an amount equal to one month's bill pro-rated for the number of days of unsatisfactory or skipped services received in that month will be deducted from balances due or to become due the Seller.

If the quality of the services is unacceptable, then an amount will be deducted from the balance due or to become due the Seller to cover the time necessary to make the deficient function acceptable, multiplied by \$18.00 per man-hour or multiplied by the hourly labor rate specified by the Seller in Exhibit A - the Delivery and Pricing form of this Agreement, whichever is greater. The minimum deduction, regardless of the time necessary to correct the deficiency, shall be \$54.00.

A Seller may be allowed the option of eliminating a deduction for washroom deficiencies only. To exercise this option the Seller must begin corrective action on site within three (3) hours of notification of the deficiency. If the Seller cannot be contacted at a contracted facility site or by phone, the option to eliminate a deduction by correcting the deficiency is waived.

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

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

The specific cleaning requirements specified herein establish the minimum cleaning requirements. The Seller shall be responsible to supply complete janitorial# services for the interior and exterior portions of the buildings listed.

The following penalties will be enforced:

Check in and Out Sheets must be completed daily. There will be a deduction for the amount of time not identified on the Check In and Out Sheets. If minimum hours are not met by the Seller the number of missed hour(s) will be deducted by the cost per hour / per employee off the monthly invoice.

Daily checklist will be required to be turned in daily to the clerical staff on duty each day to include weekends. There will be \$25.00 deduction off the monthly invoice for each checklist which was not submitted properly.

CLEANING SUPPLIES AND EQUIPMENT STORAGE SPACE:

Seller may store supplies, materials, and equipment only in storage areas designated by the Building Operations Section of the Asset Management Department or authorized representative. Seller agrees to keep their portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the Building Operations Asset Management Department or authorized representative. Under no circumstances will materials or equipment be placed or left in hallways, corridors, rest rooms or other spaces accessible to the public.

HOUSEKEEPING SERVICE:

All wet mop heads, sponges and other similar tools must be rinsed carefully after use and replaced with new or clean dry mop heads, sponges, etc., when rinsing no longer restores them to a reasonable state of cleanliness, or daily, whichever occurs sooner. Conventional brooms push or otherwise (unless otherwise specified), will not be used inside the building. Chemically treated mop heads will be used exclusively. When not in actual use, all such equipment, tools and carts will be stored or left only in the designated storage area.

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 always be kept clean and sanitary. All cleaning gear closets shall be mopped daily. Sinks will be cleaned daily and sink strainers or floor drain covers shall not be removed except for cleaning purposes and shall then be properly replaced. Care will be taken to prevent mop shreds and other such material from getting into drains.

REQUIRED TASK AND FREQUENCY SCHEDULE

DAILY SERVICES

1. Empty and clean waste baskets.
2. Vacuum and spot clean carpet in heavy traffic areas such as hallways, offices, etc - remove daily stains and apply anti-static spray, if required.
3. Vacuum all carpeted areas and walk-off mats.
4. Position chairs and waste baskets in proper place after cleaning.
5. Fill all dispensers (soap, towel, tissue, etc.).
6. Dust all desks, file cabinets, tables, chairs, pictures, window ledges, computers and woodwork.
7. Buff floor of computer rooms using only dry chemicals and damp mop.

8. Clean corners of rooms and around telephone and electrical mounted plugs.
9. Clean desk tops (only if the desk tops are cleared of paper).
10. Buff floors in main lobby, hallway, and heavy traffic areas to remove black marks or scuff marks and restore luster of wax leaving an even wet look floor finish. Frequency may be reduced to twice a week at the discretion of the operations manager or authorized representative.
11. Clean and empty foot scrapers, entrance mats, individual trash, and smoking receptacles.
12. Wet mop hard surface floors of entire building with a general-purpose product to ensure clean areas.
13. Remove litter, cans, papers, and other containers marked TRASH from building and place in dumpster.
14. Clean dry erase board erasers using vacuum equipment.
15. Clean dry erase boards (Chalkboards) IF CLEARED, according to manufacturer's specifications.
16. Empty paper shredders waste into marked recycling container.
17. Empty recycle receptacles. Materials shall not be mixed with waste receptacle materials
18. Clean and disinfect all public counters in all offices.
19. Clean and sanitize telephone instruments.
20. Clean and sanitize sauna bath.
21. Clean, disinfect and deodorize weight rooms/exercise rooms/training rooms.
22. Wipe down display and top of vending machines.
23. Clean and disinfect table surfaces in break rooms, public areas, and hallways.
24. Waste material shall be removed to and loaded into dumpster, as provided by City, for disposal.
25. Empty and wash waste receptacles as needed.
26. Replace liners of waste receptacles with **new liners**.

WEEKLY SERVICES

1. Clean all appliances including exterior and top of refrigerators, microwave ovens, coffee makers, etc.
2. Empty, clean, and replace sand of ash urns as needed.
3. Wipe and clean chairs.
4. Clean door handles, frames and kick plates.
5. Clean all glass partitions and ledges.
6. Spot clean light switches and walls to remove fingerprints.
7. Vacuum fabric covering of office furniture.
8. Wipe and clean shelving and file cabinet tops.

9. Sweep and remove all accumulated dirt, gravel, and sand at building entrance, and all ramps, sidewalks, and steps.
10. Dust surfaces up to a height of six (6) feet using a treated duster. Dusting shall be accomplished by the removal of soil from the area, not by moving it from one surface to another
11. Dust and clean all windowsills.

MONTHLY SERVICES

1. Clean or wash metal desk frames.
2. Wash window glass inside entire facility.
3. Clean coat racks.
4. Wash file cabinets completely.
5. Spot wash walls of entire building.
6. Replace vacuum paper filter bags, clean and/or replace vacuum safety filter and exhaust filters to a new or like new condition.
7. Dust and/or wash blinds in all areas of building.
8. Pick up and dispose of litter and trash around dumpster areas.
9. Remove all cigarette butts from entrances and sidewalks.

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

1. Wash exterior window glass of entire facility – (Ground floor level).
2. Treat wood panel walls with wood polish - (example, Old English) throughout entire facility.

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

1. Shampoo carpets and walk-off mats, including all hard to reach areas such as under counters, under furniture. Remove carpet stains, completely vacuum, shampoo using hot water extraction equipment and supplies, and completely re-vacuum all carpet. Areas such as corners that are inaccessible to cleaning machinery shall be shampooed with manual scrubbing devices. After shampooing and allowing sufficient drying time, vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic resumes.
2. Restore cove base to a polished appearance in all corridors and rooms remove wash splatter, wax, and dirt.
3. Clean entrances and immediate outside walls (in the immediate vicinity) of entrances canopies, and entrance lights shall be maintained clean of overhanging lint, cobwebs, mud and other dirt.
4. Remove all dirt and wax from hard surface floors and cove base's by mopping or scrubbing with a suitable detergent and wax remover. Rinse thoroughly and apply skid resistant wax as recommended by the flooring manufacturers. Once the wax has dried, machine buff the surface to achieve a smooth glossy finish. Use only the strength of wax stripper needed. Remove promptly and rinse to eliminate damage to floor tiles and adhesive.

5. Clean inside and outside glass entrances.
6. Clean grills and registers of all heating and air conditioner supply and return vents (Ceiling, wall, floor, window units, etc.)
7. Clean light fixtures inside and outside of lens
8. Vacuum and shampoo all fabric of office coverings
9. Spot clean walk-off/entrance mats spot cleaned to remove daily stains.
10. Wash walls, doors, cove base of entire building where wall covering permits.
11. Clean and wax all woodwork, wood paneling, sound panels, wood benches and doors in all areas of the building.

BASKETBALL COURT/ GYMNASIUM / WEIGHT ROOM REQUIRMENTS:

1. **DAILY SERVICES:** Dust mop-using untreated dust mop heads
2. **WEEKLY SERVICES:** Damp mop
3. **MONTHLY SERVICES:** Machine scrub using automatic floor machine, red and/or blue floor pads and neutral type cleaner
4. **REQUIRED CLEANER:** The only authorized cleaner for this area is Excelsior NC-900 All purpose Neutral Cleaner. Item # EXC-NC900, MFR Part #: NC-900, Brand Excelsior. **NO SUBSTITUTIONS.**

DRINKING FOUNTAIN/ COFFEE ROOM SINKS REQUIRMENTS:

DAILY SERVICES

Clean drinking fountains to remove 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.

Clean, disinfect, and deodorize sinks in all areas. (Mineral and calcium deposits will not be accepted)

MECHANICAL & ELECTRICAL/ TELEPHONE SWITCHING ROOM REQUIRMENTS:

AS REQUESTED SERVICES: Dust mop/sweep

REST ROOMS/LOCKER ROOM REQUIRMENTS:

AT ALL TIMES: Clean and sanitize restrooms and locker-rooms.

DAILY SERVICES

1. Check function of all dispensers and fixtures in all restrooms. Report maintenance problems to Operations manager or authorized representative.
2. Clean and disinfect dispensers, counters, and cabinets.
3. Sweep and wet-mop floors with quaternary disinfectant-detergent.
4. Clean and refill paper towel and soap dispensers.
5. Clean and disinfect partitions (remove all Graffiti on restroom partitions using a non-damaging cleaning solution)
6. Remove mineral and calcium deposits of plumbing fixtures, walls, and floors.

7. Clean, disinfect, and deodorize restroom entry area walls and doors.
8. Empty, clean, and replace sanitary napkin receptacle liner with new liner
9. Restock seat covers (where applicable)
10. Clean and disinfect showers completely.
11. Clean sinks and mirrors with quaternary disinfectant-detergent
12. Restock toilet paper.
13. Disinfect toilets and urinals with bowl cleaner and add urinal cakes
14. Spot clean and disinfect urinal partitions and walls.

WEEKLY SERVICES: Flush floor drains with one (1) gallon of disinfectant detergent

MONTHLY SERVICES: Wash and scrub walls and floors.

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

Apply sealer to restroom floors, locker-room floors, and wall tiles.

Areas covered by this Agreement will be inspected after each cleaning to ensure that work is completed.

Recycling receptacles shall be emptied into recycling containers. (Provided the City of Tulsa has recycling at the location.)

WORK TIME DESIGNATIONS:

Unless designated otherwise, the following time schedules are applicable.

3 Days per week: Work to be performed at the Safety Training Center will be Monday, Wednesday, and Friday.

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

Monthly: Work to be performed once per month.

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

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

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

As Requested: This work shall be determined by a representative of the Building Operations Section of the Asset Management Department or authorized designee.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration:** 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 ([linked here](#)). If You have any questions, email Jina Djahedian at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement

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

Pre-bid will be held in the Police Training Facility at 6066 E. 66th St. N. Tulsa, OK 74117. Park in visitor parking area spaces or along the drive in curbs.

Site Inspections:

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

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

3. **Questions and Concerns:** As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the 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. **Issuing of Addenda:** 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 ([linked here](#)). 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. Submission and Receipt of Bids: 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.

Electronic Copy also required.

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

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

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder’s legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. 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. 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.

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected 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. **Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 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. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

- 3. **Payments:** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City’s Acceptance of the Supplies or Services, whichever is later.

- 4. **Insurance:** **Yes:** **No:**

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

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
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

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.

5. **Bonding:** Yes: No:

6. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:
Yes: No:

7. **References:** If the box is checked "Yes," References are **required:**
Yes: No: If yes, number of references required: **2**

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:	_____

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EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____

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

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

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

Pricing:

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Item	Department	Location Name	Days	Hours	Address	Month Qty	Cost Per Month	Total Annual Cost
1	Police	Training Facility	M-F	8a-4p	6066 E. 66 th St. N.	12	\$	\$
2	Police	Firing Range	M-F	8a-4p	6066 E. 66 th St. N.	12	\$	\$
3	Police	K-9 Facility	M-F	8a-4p	6066 E. 66 th St. N.	12	\$	\$
4	Police	Air Support Hangar	M-W-F	9a-12p	6066 E. 66 th St. N.	12	\$	\$
5	Human Resources	Safety Training Center	M-W-F	8a-4p	10926 E. Cameron St.	12	\$	\$
TOTAL COST NOT TO EXCEED: (All costs must be included or your bid will be disqualified)						\$ _____		

(Item 6)- H.R. Health and Wellness Center (Boeing Building) – 9311 E. 2 nd St. cleaned (as requested) Cost Per Hour	\$ _____
---	----------

ADDITIONAL JANITORIAL SERVICE AS REQUESTED COST PER HOUR	\$ _____
---	----------

IF MINIMUM HOURS ARE NOT MET BY THE SELLER THE NUMBER OF MISSED HOUR(S) WILL BE DEDUCTED BY THE COST PER HOUR / PER EMPLOYEE OFF THE MONTHLY INVOICE.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to 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 Table 1* (web link below) from the prior year
- b. Or the following fixed percentage: _____ %.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

Addenda

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

_____ # _____ # _____ # _____ # _____ # _____ #

State of Organization:

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

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

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____
 Title/Position: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Email: _____

Contact for Legal Notice:

Name: _____
 Title/Position: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Email: _____



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

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

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AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

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

By: _____
Signature
Title: _____

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

Notary Public
My Commission Expires: _____
Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized



PURCHASE AGREEMENT (Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

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

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

WITNESSETH:

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

IFB/TAC# 263i Janitorial Services for Police Training, Firing Range, K-9, Air Supt Hangar, H.R. Safety Training Facilities, and H.R. Health and Wellness Center
(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.

PURCHASE AGREEMENT

(Page 2 of 5)

- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

(Page 3 of 5)

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.
19. **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: form.	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing
To CITY:	City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 nd Street, Suite 260 Tulsa, Oklahoma 74103
With a copy to:	Tulsa Purchasing Division 175 E. 2 nd Street, 15 th 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.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Corporate Secretary

Printed Name: _____

Title: _____

Date: _____

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

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

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

Bidder’s Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-18	
Specifications	4-15	
Certificate(s) of Insurance	19	
References (if applicable)	20	
EXHIBIT A: Delivery and Pricing	21-23	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	24	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	25-29	

PACKING LABEL

Top Left Corner of Label

FROM: [Name]

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa – City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 263i

BID DESCRIPTION: Janitorial Services for Police Training, Firing Range, K-9, Air Support Hangar, H.R. Safety Training Facilities, and H.R. Health and Wellness Center

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

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