



February 24, 2003

**TAC #444B  
SHELTER CLEANING SERVICES  
PARK & RECREATION DEPARTMENT**

**ADDENDUM NO. 1**

**This Addendum No. 1**, consisting of the following information, shall be made a part of the bid specifications for subject bid.

- 1. See Page 8, Price Sheet Summary, revisions effective February 24, 2003.**

All other provisions remain the same.

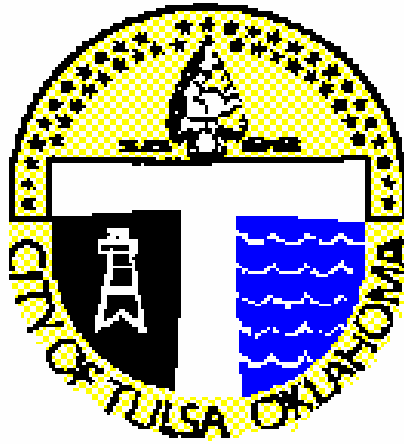
Please include this addendum with your bid submittal.

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COMPANY NAME

SIGNATURE

/ram



## INVITATION FOR SEALED BID

**TAC 444B**

**Description: SHELTER CLEANING SERVICES**

**Department: PARK & RECREATION**

**NIGP Commodity Code(s): 910-59-00-000-0**

**Total pages including this page is 16**

**FAXED BIDS WILL NOT BE ACCEPTED**

**Important Instruction - Read Carefully:**

**If you have obtained these bid specifications from either of:**

**City of Tulsa's Fax-on-Demand (918-596-1171) or**

**City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.**

## TABLE OF CONTENTS

**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

Table of Contents		2
Invitation for Sealed Bid	( Note #1 )	3
General Terms and Conditions		4
Interest Affidavit	( Note #2 )	5
Bidder Affidavit	( Note #2 )	6
Contractor Information Sheet		7
Summary Price Sheet		8-9
Specifications		10-16

**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**     **March 13, 2003**

**BID NUMBER:**     **TAC 444B**

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY  
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:     **February 21, 2003**

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:     **NONE**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:  
\_\_\_\_\_

**The Interest Affidavit must be completed, signed by an authorized agent, and notarized.**

# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says

**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder'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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

## TAC 444B - REVISED 2/24/2003

### SITES LISTING

NAME	BID
Woodward	\$ _____/visit
Mohawk #1	\$ _____/visit
Mohawk #2	\$ _____/visit
Mohawk #3	\$ _____/visit
Mohawk #4	\$ _____/visit
Mohawk #5	\$ _____/visit
Mohawk #6	\$ _____/visit
Archer	\$ _____/visit
Benedict	\$ _____/visit
Braden	\$ _____/visit
Cheyenne	\$ _____/visit
Clark	\$ _____/visit
Crawford	\$ _____/visit
Crutchfield	\$ _____/visit
Darlington	\$ _____/visit
Franklin	\$ _____/visit

**SITES LISTING Revised 2/24/03**

<b>NAME</b>	<b>BID</b>
Fred Johnson	\$ _____/visit
Hall	\$ _____/visit
Heller	\$ _____/visit
Helmerich	\$ _____/visit
Hicks	\$ _____/visit
Highland	\$ _____/visit
Hill	\$ _____/visit
Hunter	
Leake	\$ _____/visit
Manion	\$ _____/visit
Maxwell	\$ _____/visit
McClure	\$ _____/visit
Minshall	\$ _____/visit
Newblock	\$ _____/visit
Norberg	\$ _____/visit
Owen	\$ _____/visit
Philpott	\$ _____/visit
Riggs	\$ _____/visit
Rockwell Boeing	\$ _____/visit
Turner	\$ _____/visit
Veterans'	\$ _____/visit
West Highlands	\$ _____/visit
Wheeling	\$ _____/visit
Whiteside	\$ _____/visit
Williams	\$ _____/visit
Zeigler	\$ _____/visit
Zink	\$ _____/visit
Dawson Center	\$ _____/visit

**TAC #444B**  
**SHELTER CLEANING SERVICES**  
**PARK & RECREATION DEPARTMENT**  
**BUILDING SERVICES DIVISION**

**INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing any or all of the **Shelter Cleaning Services** listed in the Form of Proposal at various Park and Recreation sites to include, but not limited to, designated shelters and recreation center facilities listed in Exhibit "A".

**ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

**AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. the quality of performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

**BIDDER'S AFFIDAVIT:**

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

**CONTRACT:**

Each bidder agrees, if he is the successful bidder, to enter into a contract with the City of Tulsa and to submit and deliver to the City of Tulsa all bonds and certificates of insurance which are required by this bid or by law.

**TERMS OF CONTRACT:**

The term of the contract shall be for a period of one (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for successive two (2) one (1) year periods. Post a Performance Bond in the amount of \$1,000.00.

**CHANGES:**

The City of Tulsa may make changes within the general scope of the services to be performed by giving notice to the contractor and subsequently confirming such changes

in writing. If such changes affect the cost of, or the time required for the performance of the services, an equitable adjustment in the price shall be made. No change by the Contractor shall be recognized without written approval of the City.

### **ASSIGNMENT:**

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

Contractor shall comply with all applicable governmental laws and regulations.

### **CONTRACT CANCELLATION:**

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the Contract upon thirty (30) days written notice to the contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

### **CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS:**

**General Liability.** The City of Tulsa shall not be liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, with liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

**Liens.** Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

**Insurance Requirements.** The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an owner's protective policy

in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor's liability coverage.

<b>Personal Injury, each person</b>	<b>\$175,000.00</b>
<b>Personal Injury each occurrence</b>	<b>\$1,000,000.00</b>
<b>Property Damage, each person</b>	<b>\$25,000.00</b>
<b>Property Damage, each occurrence</b>	<b>\$1,000,000.00</b>

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City prior to starting work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance, to read as follows: "The City of Tulsa, a municipal corporation, is an additional insured for work performed under TAC 444B, and must be notified thirty (30) days in advance of insurance cancellation or termination.

**OTHER APPLICABLE LAWS:**

Any provision required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

**AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any cost of such compliance will be the sole responsibility of the Bidder.

**BUYER CONTACT:**

**Laura Blades**  
**Purchasing Division**  
**City of Tulsa**  
**200 Civic Center, Room 802**  
**Tulsa, OK 74103**  
**Phone: (918) 596-7553**  
**Fax: (918) 699-3156 or (918) 596-7560**  
**E-Mail: [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us)**

## **SPECIFICATIONS**

### **CHARACTER OF SERVICES:**

The successful bidder, as an independent contractor, shall furnish, without exception all equipment, personnel, material and cleaning supplies necessary to provide the services specified expeditiously and efficiently during as many hours per shift as may be required. Additional personnel requirements are to be selected as the Contractor deems necessary to provide the service levels called for.

### **SAFETY:**

The Contractor 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 to Building Services Division, 1712 W. Charles Page Boulevard on all chemicals utilized under this contract upon its award. All chemicals utilized must be properly identified with manufacturer's labels except as permitted under O.S.H.A. regulations.

### **PRE-BID CONFERENCE (MANDATORY):**

A pre-bid conference will be conducted Monday, February 24, 2003 at 10:00 a.m. in the conference room at 1710 W. Charles Page Blvd.

The bid terms, conditions and scope will be reviewed, discussed and opened for questions.

Bids submitted without attendance at the pre-bid conference will be considered as non-responsive and rejected.

Subsequent to the execution of the contract, and in performing the services of this bid, the Contractor shall report to the following individual:

Mike Battenfield  
Building Services Division  
1712 W. Charles Page Blvd.  
Tulsa, OK 74127  
Telephone (918) 596-2496

## **REVIEW OF SERVICE:**

1. Services will be spot checked by Park and Recreation Department on a regular basis to insure compliance. Notification will be given to the vendor of any item(s) in need of attention.
2. A log shall be submitted on a weekly basis to the representative of the Park and Recreation Department listing each site and containing a list of all services performed at each site. Each site listing shall be signed by the technician performing the work at that site and shall include the date and time the service was performed.

## **AWARD QUALIFICATION:**

Award(s) will be made to the Contractor(s) who are regularly established in the business of custodial services and who have demonstrated the ability to perform the required service in an acceptable manner, price not withstanding. **Contractors shall have e-mail capability, and/or dedicated fax receive and transmit capabilities, as these are the methods which will be used to assign work by the City.**

Specific factors that will be considered by the City include:

1. Technical capability of the Contractor to accomplish the scope of work required. This includes performance history on past and current government or industrial contracts; and
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the Scope of Work.

## **SCOPE OF SERVICES**

The work performed as a result of this bid shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning of each shelter site as assigned by the representative of the Park and Recreation Department and prior to each shelter rental. Each cleaning shall be completed not more than two hours and not less than thirty minutes prior to any scheduled rental time.

The work performed shall be of the type and frequency as is shown on attached Exhibit "A" and shall normally be executed on Saturdays and Sundays, but may occasionally be required on any day of the week.

## **SERVICES:**

The following services shall be provided for each reservation:

- Remove ashes from all charcoal grills as applicable;
- Pick up trash in shelter and off of ground for a radius of fifty (50) feet from the center of the shelter;
- Empty trash barrels and remove trash from site;
- Power wash tables, grills and concrete slabs; (squeegee standing water off)

Report all vandalism, graffiti, or maintenance irregularities in a timely manner to the Park and Recreation Department representative, to be designated upon bid of the contract.